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The Solicitors' Journal.

LONDON, JUNE 18, 1864.

A REFORM which was recommended by this Journal in a point of property law has become embodied in a bill sooner than we expected. In noticing (December 19) the case of *Edye* v. *Addison*, we discussed the operation of the usual agreement for the settlement of after-acquired property of the intended wife, or of the intended husband and wife in her right, upon a devise and bequest of real and personal property to the wife, and her husband, their heirs, executors, administrators, and assigns, as joint tenants. A peculiarity of the law of husband and wife is, that it construes such a disposition as a gift to them by entireties, so that not only is there no joint tenancy between them, but neither is the wife entitled, nor are the husband and wife in her right. This led to a suggestion that the law of the wife's property might be put on a footing more suited to her position in society at the present day; and we concluded with a wish that it might be considered whether tenancy by entireties, and, in addition, joint tenancy—another feudal relic—might not give place to tenancy in common, as the rational, no less than the most convenient, interpretation of a simple beneficial gift to A. and B. For the purposes of tenure, as well as for those of trusteeship, there can be little doubt of the simplification of estate resulting from survivorship. But there is no less doubt that, in instruments framed without legal advice, when a gift is made by a father, for instance, to his children, he has no intention that if one of the children should happen to die, perhaps leaving a wife and family, without having severed the tenancy, that child's share should go to his brothers and sisters. Accordingly, in the bill introduced by the Lord Chancellor to alter the law relating to the remuneration of attorneys and solicitors, and to amend, in several matters, the law as administered in courts of equity, it is provided by the 6th clause, that, where, by any will or codicil made on or after the 1st January, 1865, any personal estate shall be given to two or more persons (beneficially, and not as trustees), in such a manner that, according to the present law, they would take the same as joint tenants, they shall take and be entitled thereto as tenants in common, in equal shares; provided that the enactment shall not apply to any case where the testator's intention to create a joint tenancy is otherwise expressly declared. A will made before the 1st of January, 1865, but re-published by a codicil made after that day, is not to be affected by the enactment. There seems to be no good reason for confining the clause to personalty, unless it be that dispositions, even by will, of real estate, are not so often made without the assistance of a lawyer as dispositions of personal estate. The inconvenience resulting from "cutting up" land by tenancies in common, can scarcely be allowed to weigh against the more practical inconvenience of the disappointment, not to say embarrassment, frequently caused by survivorship. If survivorship be intended, nothing is easier than that the testator should say so, and thus take advantage of such a proviso as to realty as that which now stands in the clause as to personalty. Probably, however, there is policy in trying the ground with personalty, lest, if realty be touched, an alarm be spread that the unity of estates and law of primogeniture are being sapped, and the territorial foundations of the constitution undermined.

THE CASE OF *Yelverton* v. *Longworth* (*or Yelverton*) continues to "drag its slow length along" before the Lords: Mr. Rolt and Sir Hugh Cairns have been heard for the appellant, and the Attorney-General has now been two days engaged in opening the case for the respondent. It will in all probability be four or five days still before the arguments are concluded. We perceive that there is a strong endeavour made by some portions of the country press, particularly in Scotland, to excite public sympathy in favour of Mrs. Yelverton (or Miss Longworth, whichever her true title may be). We confess that we are utterly unable to see any ground for it; whatever her *legal* right may be she is no doubt entitled to, but that any one should have any sympathy for either of the parties, or regard the question otherwise than as an interesting and delicate question of marriage law, surprises us beyond measure. It appears to us to be a case in which two subtle and not over-scrupulous actors have endeavoured each to outwit the other, and it remains to be determined which has succeeded.

THE WRETCHED NATURE OF THE HABITATION in which "Justice" is lodged at Westminster, was never more forcibly illustrated than in the misfortunes which befel the Court of Queen's Bench on Tuesday last. It had been announced that the court would hold sittings *in Banco* out of term on that and the following days. It had also been announced that these sittings would be in the Bail Court, a miserable place enough itself for the purpose, but which happened to be occupied by Mr. Justice Mellor as a Second Court of *Nisi Prius*, the Court of Queen's Bench proper being at the time similarly occupied by the Lord Chief Justice. As there is no "Second Court" of Queen's Bench, the judges had, at the last moment, to discover some other place of sitting, and they could find none nearer or more convenient than one of the upstairs closes appropriated to the occasional use of one of the Vice-Chancellors. In addition to the utter unfitness of this place as a court of justice at all (being ordinarily used merely for hearing routine motions on two half-days in the year,) it laboured under this peculiar disadvantage for the present purpose that, being designed for the sitting of a single judge, there was no provision for the sitting of three judges, and the only place for the junior judge (Mr. Justice Shee) was a seat at the master's table beneath the other two.

Mr. Justice Crompton (the senior judge present) said that his learned brother could not be permitted to sit there, and that proper accommodation must be provided for him.

Mr. Justice Shee then took his seat on the bench beside the other judges, but was unprovided with a table or writing material until the ushers, after some minutes, succeeded in getting them from one of the other courts.

Mr. Justice Crompton said that such a place could hardly be called a court of justice, and that the word "shed" would be much more appropriate. The arrangements, though as good as the nature of the circumstances would admit of, gave rise to continual expressions of discomfort from every one engaged in the court, Mr. Justice Blackburn going so far as to say, "I can neither see, hear, nor breathe here."

We trust that this incident may strengthen the hands of the Lord Chancellor when he next moves in the matter of the long expected new "Palace of Justice."

THE CASE of a somewhat notorious clerk of the peace who continues to hold his office, not a little to the indignation of the county magistrates, appears to have been thought deserving of special legislative notice. Accordingly the Lord Chancellor has proposed that, whereas at present there is no power to remove a clerk of the peace except for "misconduct in the execution of his office," the Court of Quarter Sessions shall for the future have power to remove him for any misconduct rendering him an unfit or improper person to hold the office.

But both he and the justices complaining of him are to have a right of appeal from this decision to the Lord Chancellor, by motion in a summary manner.

Colonel Fulke Greville, one of the members for the county Longford, and a strong supporter of the tenant right agitation, has just taken a determined course in support of law and order, which deserves all the more commendation as it is opposed to his political interest. It appears that his agent, Mr. Morris, issued some orders to the tenants on the colonel's property against cutting "turf," or peat, in Caddagh Bog. In consequence of this Mr. Morris received a threatening letter, telling him, in effect, that he would be murdered unless these orders were repealed. Colonel Greville, however, at once took a line which showed that the intimidators had mistaken their man. He published an address to his tenants on his Delvin estate, in the county Westmeath, in which he says:—"I cannot parley with assassins, nor can I suffer the life of one who has served me faithfully to be placed in jeopardy without taking the strongest measures to afford him that protection which unfortunately the laws of the land are inadequate to give. Therefore I give notice, that if a hair of his head is touched I am resolved to evict every family on the townland of Caddagh, and to level their houses with the ground." Part of the Dublin press has vehemently denounced this conduct on the part of Colonel Greville, asking on what grounds he could have contemplated "a measure so sweeping, so arbitrary, so penal, as the eviction of those innocent people. Not a proof does he possess that the letter came from any man among them, much less does he possess a proof that it was a concoction of a number of them. Why is not the law with all its powers available for Colonel Greville's wish to detect the guilty party or to stay the assassin's hand? And why will he declare his purpose of going beyond the law? A doom almost as dread and unsparing as the sword and fire of a famous conqueror could spread, will be their portion. It will strike all with a common fate. The housewife at her hearth, her husband at the plough, the child at his play, will all be sacrificed to the hate of vengence, and not a being shall escape where not a being has committed a crime." But the writer of this declamation is perfectly aware that there is an organised system in the country whereby outrages such as that threatened are carried into effect, not by, but at the request of, the persons locally interested, and that the perpetrators are sedulously screened from justice by the whole population, so that the law is practically powerless. The document in which Mr. Morris is warned, that if he does not act as directed he will be murdered, has been written in the interest of the Caddagh tenants. Westmeath, moreover, is one of the counties in which crimes of an agrarian nature, directly tracable to the Ribbon system, are peculiarly rife, and in which such is the terror inspired by that system, that even the injured parties are afraid to prosecute, and witnesses dare not give evidence. If a few more landlords would show a determined front against this Ribbon terrorism, and by a few such examples as the Partry case and the case of Mr. J. G. Adair, in the county Donegal, would show the peasantry that it is a losing game to make common cause with assassins, we should hear less of the interference of the Ribbon Society between landlord and tenant in Ireland.

On the 10th June inst. Mr. Justice Shee had an audience of her Majesty at Windsor Castle, when she was pleased to confer on him the honour of knighthood.

Mr. Sotheron Estcourt has given notice that he will move on Monday next, "That an humble address be presented to her Majesty praying that she will be graciously pleased to direct that the late report of the Committee of Privy Council recommending the removal of the assizes from York to Leeds may be re-considered, and that in the meantime her Majesty will be pleased to suspend the operations of the order in council of the 10th of June." This is in consequence of the resolution in favour of Wakefield which was carried in the House of Lords on Monday last.

Our attention has been called by a correspondent to the peculiar constitution of the Court of Queen's Bench in point of religion. All the leading denominations in the country find their representatives there. The Lord Chief Justice, appropriately enough, represents the interests and reputation of the Church of England. Mr. Justice Crompton is an Unitarian. Mr. Justice Blackburn was born and bred, and, we believe, still remains, a member of the Church of Scotland. Mr. Justice Mellor, in like manner, represents the English Congregational Dissenters. Finally, that no important body should be omitted, Mr. Justice Shee is a Roman Catholic. There are, however, cases when this state of things has its disadvantages, as for instance when a question arose a few days ago respecting the rights of new and old parochial incumbents, in the case of *Sale* v. *Livesey*. It seemed rather strange to hear judges inquiring what was the meaning of a Peel parish.

We are informed that the Recorder of London (Russell Gurney, Esq., Q.C.) has been requested to contest the representation of Southampton at the next general election, in conjunction with Mr. Alderman Rose, one of the present Members.

The case of *The Solicitors and General Life Assurance* v. *Lamb*, a report of the hearing of which before the Vice-Chancellor will be found in the current volume of the *Weekly Reporter*,* was on Monday last affirmed by the Lords Justices on appeal. The case is one of some interest, but happily of no great practical importance, as suicides by gentlemen in a solvent state who are also mortgagors of policies on their own lives are of rare occurrence in this country.

The following is the correspondence with reference to our article on the tally system, alluded to in our last. We have, notwithstanding that we can ill spare the space, printed it entire, at the express request of Mr. Pitt Taylor, who was dissatisfied with an epitome thereof which we had caused to be prepared, in accordance with the proposition to that effect in Mr. Miller's letter of the 2nd inst. We think that none of our readers, who will take the trouble of comparing the letters with the article alluded to, and the letter of the "Metropolitan County Court Judge" which first challenged our attention to the question, will have much difficulty in deciding on which side lies the balance of probability, and what are the presumable motives which direct Mr. Taylor's present line of action.

If Mr. Miller's recollection be right, Mr. Taylor has himself acted on the same view of the law which every one else who has been referred to conceives to be the true view, but which he himself, as it now appears, made a savage attack upon the Lord Chancellor and his brother judges for adopting.

Letter No. 1.

May 30.

Sir,—I am directed by the Lord Chancellor to forward to you the accompanying copy of a letter which he has received from Mr. Pitt Taylor. I have informed Mr. Taylor that I have done so. I am, sir, your obedient servant,

To the Proprietor of the *Solicitors' Journal*. P. H. Perts.

Letter No. 2.

58, Eccleston-square, 28 May, 1864.

My Lord,—I beg respectfully to call your Lordship's attention to a matter in which I am personally interested.

I have been informed that on Monday last, in the House of Lords, your Lordship, when supporting the second reading of the "County Courts Act Amendment Bill," cited the following passage from an article in the *Solicitors' Journal* of the 21st instant:—

"We remember one occasion at the County Court at Camberwell when Mr. Pitt Taylor (whom we presume even his metropolitan brother will not venture to accuse of ignorance of

* 12 W. R. 667.

the law) disposed of about eighty cases of this nature (viz., tally cases). The defences were various in detail, but they all resolved themselves into this—that the goods had been left at the house during the absence of the master, in some cases with, and in some cases without, the consent of the wife. Of all the defendants but one succeeded, and he had kept the stuff (a green gown) in the piece ever since it had been delivered, and now produced it in court, and handed it back to the plaintiff then and there; yet even in this case the judge ordered the defendant to pay the costs, on the ground apparently that he ought to have taken the goods back to the vendor's shop when he found that they had been left at his house. One man in particular who was ordered to pay for a shawl, said that when he came home he found it lying on a chair, where it had been left by the pedlar, and that he had thrown it into the street."

Now, my Lord, I assure your Lordship that the statements contained in the above passage are fictitious, and that no such cases as those referred to were ever decided by me.

Under these circumstances, I feel sure that I shall not have to appeal to your Lordship in vain when I request you to announce publicly my flat contradiction of the assertions made by the writer of the article cited. You have unfortunately given currency and weight to a fiction which is calculated alike to injure the legal reputation of an inferior judge, and to mislead the House of Peers, and I cannot doubt that on both these grounds you will take the earliest opportunity of placing the matter in its true light.

By so doing you will greatly oblige, my Lord, your Lordship's most obedient servant,

The Lord Chancellor. (Signed) J. PITT TAYLOR.

Letter No. 3.

24, Old-buildings, Lincoln's-inn, W.C.
May 30, 1864.

My Lord,—The proprietor of the *Solicitors' Journal* has laid before me Mr. Pitt Taylor's letter to your Lordship on the subject of an article which appeared in that Journal, and which your Lordship did it the honour to quote in the House.

Mr. Taylor's memory may be forgiven if he forgets the circumstance alluded to; but I assure your Lordship that I was myself present on the occasion in question, and took a particular note of the matter. I was not counsel for any of the defendants, but was waiting for a case which came on later.

So struck was I with the facts that I shortly afterwards mentioned them in conversation with my friend Mr. ——,* who said he thought the judge right in point of law. About a twelvemonth afterwards I met Mr. Taylor at dinner, and turned the conversation on the subject; he did not then deny it, but regretted that the law was so, at the same time saying that he thought the tallymen often more sinned against than sinning.

I write to-day to Mr. Taylor to the same effect as this, and can only add that as to any publicity which it may be thought advisable to give to this correspondence, either in the Journal or elsewhere, I leave myself entirely in your Lordship's hands.

I have the honour to be your Lordship's obedient servant,

The Lord Chancellor. ALEXR. EDWD. MILLER.

Letter No. 4.

24, Old-buildings, Lincoln's-inn, W.C.
30th May, 1864.

Sir,—The Lord Chancellor has forwarded to me your letter to him on the subject of the article which appeared in the *Solicitors' Journal*, in which your name was mentioned.

I can easily understand that in the multiplicity of cases of every sort that come before you, any particular circumstances may readily have escaped your memory, but I do not doubt that I shall be able to recall the occasion in question.

The place was the County Court at Camberwell; the time, the last Tuesday either in 1856 or 1857, (I think the latter); I was waiting to address you on a question whether a gentleman named Lockhart was or not liable to pay for some bricks which had been put in a well on his premises, the question turning on the construction of a written contract, and you adjourned that case till the following Friday (which was either the 1st or 2nd of January) and then decided for the defendant.

The tallyman in question, with his eighty cases (I counted them) came before me on the list. Some time afterwards, I had the honour of meeting you at dinner, and reminded you of circumstances, and I recollect particularly that you then, after I had mentioned the circumstances which recalled the facts to your memory, said that it was often very hard on the debtors, but you thought the tallymen were frequently more sinned against than sinning, and you knew they made a great many bad debts.

I have written to the Lord Chancellor, and place myself unreservedly in your and his hands as to the publication of this correspondence. Your obedient servant,

J. Pitt Taylor, Esq. ALEXR. EDWD. MILLER.

Letter No. 5.

31st May, 1864.

Sir,—I am directed by the Lord Chancellor to present his compliments, and to thank you for your letter.

The Lord Chancellor has no doubt of the correctness of your report of Mr. Pitt Taylor's decisions, and they appear to the Lord Chancellor to have been in accordance with the law.

Mr. Pitt Taylor is himself the writer of the letters in the *Times*, signed "A Metropolitan County Court Judge."

I am, sir, your obedient servant,

A. Edw. Miller, Esq. AUGUSTUS B. ABRAHAM.

Letter No. 6.

THE LAW OF DEBTOR AND CREDITOR.

Lambeth County Court, Camberwell New-road.
30th May, 1864.

Sir,—We have had our attention called to the article in your number of the 21st inst., headed as above, and which contains the following paragraph:—

"We remember on one occasion at the County Court at Camberwell, when Mr. Pitt Taylor (whom we presume even his metropolitan brother will not venture to accuse of ignorance of the law,) disposed of about eighty cases of this nature: the defiances were various in detail, but they all resolved themselves into this—that the goods had been left at the house during the absence of the master, in some cases with and in some without the consent of the wife; of all the defendants but one succeeded, and he had kept the stuff (a green gown) in the piece ever since it had been delivered, and now produced it in court, and handed it back to the plaintiff then and there; yet even in this case the judge ordered the defendant to pay the costs, on the ground apparently that he ought to have taken the goods back to the vendor's shop when he found that they had been left at his house. One man in particular, who was ordered to pay for a shawl, said that when he came home he found it lying on a chair where it had been left by the pedlar, and that he had thrown it into the street."

Now, we think you should have given the date of the occasion to which you refer, that the correctness of your statement might have been tested by the official minute book.

We can, however, state positively that such statement is untrue in all its material points.

The judge of this court has never "disposed of about eighty cases" of the nature you allude to, nor anything like that number, on any one occasion. We have been through the minute book for the two years next preceding the date of your article (and we believe that it is a fair period to take as an example), and, during that period, we find that the highest number of plaints entered by "travelling packmen" for any one day was fifty-three on the 27th August last, and that there were three other days on which such plaints entered amounted in number to fifty-two, thirty-five, and thirty-five respectively, but that, on no other occasion have such cases for any one day amounted to thirty. Of such plaints, however, only a small portion are ever "disposed of by the judge." Take as an example the fifty-three—the highest of the above numbers. Of these three were returned unserved, seven were abandoned by the plaintiff. In thirty other cases the amounts claimed were admitted to be due, three cases were adjourned, and only ten were "disposed of by the judge;" and, in six out of these last ten cases, the defendants did not appear, so that, in only four out of the fifty-three cases, could there have been any attempt at defence, and, in some of those four cases the dispute was probably only as to the amount.

We believe the example we have taken to be a fair one of the disposal of a batch of "Tally" cases.

We are both of us in court almost as much as the judge, and we are *quite sure* that Mr. Pitt Taylor never, on any occasion, ordered a defendant to pay for goods supplied "during the absence of the Master" of the house, and "without the consent of the wife" of such defendant, nor ever sanctioned a daughter's pledging her father's credit without his proved assent.

We trust, as a matter of justice, you will be good enough to insert this letter. We are, sir, yours, &c.,

CHAS. TWAMBEY, Registrar.
HY. D. PRITCHARD, High Bailiff.

To the Editor of the Solicitors' Journal and Reporter,
59, Carey-street, Lincoln's-inn.

* A Queen's Counsel of eminence. As we have not received this gentleman's permission to publish his name, we suppress it.

Letter No. 7.

The Editor of the *Solicitors' Journal* presents his compliments to the Registrar and High Bailiff of Camberwell County Court.

The writer of the article they refer to has already communicated with the Lord Chancellor and Mr. Pitt Taylor on the subject, giving the date you ask for as nearly as his recollection would serve; and has received a reply from his Lordship. With the consent of his Lordship and his Honour, the Editor is quite ready to publish the entire correspondence in any forthcoming number of the journal, but he declines to do so piecemeal, and therefore cannot insert your letter without the others.

As to the law of the cases quoted, the Editor may be permitted to say that he, the writer of the article in question, and the Lord Chancellor, conceive that Mr. Taylor's decisions were perfectly right and in accordance with the law; and the article was written and published in that sense.

1st June, 1864.

Letter No. 8.

58, Eccleston-square, 1st June, 1864.

Sir,—I beg to acknowledge the receipt of your letter of the 30th May. As soon as I discovered, to my astonishment, that the anecdote you were pleased to tell in the *Solicitors' Journal* of my mode of doing injustice at Camberwell, was dated as far back as six years and a-half ago, I acquitted you of any deliberate intention to falsify facts, and I felt assured that you had only too confidently relied on what Lord Coke used to call "mere slippery memory." I have now referred to the records of my court, and I can prove to you by documents—which you are aware "cannot lie"—that you have been greviously mistaken in the statements you have made.

Those statements amount to this:—That, on the 29th December, 1857, you were present in my court at Camberwell, when you heard me dispose of "above eighty tally cases." Your words in your letter are, "The tallyman in question with his eighty cases (I counted them) came before me on the list."

You further state in your article that "the defences were various in detail but they all resolved themselves into this—that the goods had been left at the house during the absence of the master, in some cases with, and in some without the consent of the wife, and that of all the defendants but one succeeded." No one could read this passage without understanding the writer to mean that each of the eighty cases was defended, and that the defences were all of the same class.

Now, as to the facts, the case of *Martin* v. *Lockhart*, in which you appeared as counsel for the defendant, was numbered K. 7,678. The first number of the day was K. 7,621, so that only fifty-seven cases in all "came before you on the list." The tally cases, instead of eighty, were nineteen in number, commencing at K. 7,651 and ending at K. 7,669—out of these, three were not served; in seven no appearance was made and no defence attempted: in four of the remaining nine the wives of the defendants appeared, and, in at least two of these, the only dispute apparently was as to the amount of the debt, for I find that I reduced the claim in each by one shilling. In one case the defendant's sister-in-law appeared, and in *four only* did the defendants appear in person. In one of these also I reduced the bill by sixpence, and in another the record shows that I had originally given judgment for the plaintiff without the appearance of the defendant, and that subsequently on his appearing, and the plaintiff taking back the goods (perhaps "a green gown"), the debt was struck out of the record, and the order for costs alone remained.

You are perfectly welcome to inspect the books of my court for yourself.

On the above facts I have no further comments to make except the following:—You have stated in your article that "it would not be easy to exaggerate either the prevalence or the evils of the tally system." You have proved by the same article that the task is at least not impossible.

You may make what use you like of this letter, and you may believe me to remain, your obedient servant,

A. E. Miller, Esq., J. PITT TAYLOR.

24, Old-square, Lincoln's-inn.

Letter No. 9.

2nd June, 1864.

Sir,—I am desired by the Lord Chancellor to enclose for your perusal a letter addressed to his Lordship by Mr. Pitt Taylor, received this morning, and to state that his Lordship will be glad to receive from you any remarks you may think proper to make thereon at as early an hour to-morrow (Friday) morning as possible. Be good enough to return Mr. Taylor's letter also.

I am, sir, your obedient servant,

AUGUSTUS B. ABRAHAM.

Alex. Edward Miller, Esq.

Letter No. 10.

58, Ecclestone-square, 1st June, 1864.

My Lord,—I beg to acknowledge the receipt of a letter from your secretary, of the 30th of May. I am glad that your Lordship has taken the prudent step of sending to the editor of the *Solicitors' Journal* my denial of the truth of his statements respecting myself, and I only regret that you did not adopt a similar course in sending those statements to me, before you assumed them to be correct, and gave them currency and weight by citing them in the House of Lords.

I now send for your Lordship's perusal the copy of a letter I have received from Mr. Alexander Edward Miller, a chancery barrister, in Lincoln's-inn, and the copy of my reply to that gentleman. Your Lordship has directed your secretary to tell me that "you suppressed all mention of my name," but you must excuse me for reminding you that in speaking as your Lordship did of "the Judge of County Court of Camberwell," you effectually identified me as the person to whom you alluded. All my friends, and it seems, at least one of my enemies, are quite aware that I am the judge of that court. Again expressing an earnest hope that your Lordship, on Friday next, will explain in the House of Lords that no reliance can be placed on the statements cited by you from the *Solicitors' Journal*, on the 23rd of May,

I have the honour to remain, my Lord, your Lordship's obedient servant, J. PITT TAYLOR.

To the Lord Chancellor.

Letter No. 11.

24, Old-buildings, Lincoln's-inn, 2nd June, 1864.

My Lord,—I received a letter from Mr. Pitt Taylor, this morning, which I have not yet had time to answer, but mean to do so this evening, to the same effect as I now write to your Lordship.

How the records of the county court are kept I do not know, nor whether any notice is taken therein of applications by defendants to rescind former orders (it appears from his Honour's letter that at least one of the cases heard on the day in question was of that nature) when the application is refused. All I know is that I was shown a list by a gentleman sitting next me, numbered from one and upwards, and that my case (which was not the last on the list) was I think either 107 or 109 on that list, and that a great number, which I counted at the time, and believe to have exceeded eighty, but I will not be quite positive as to the exact number, were consecutive cases by the same plaintiff, whose name I unfortunately forget. I took no note in writing at the time.

I never said nor intended to imply that all the cases were defended; a great number were so (it may be that these were applications against former orders, not replies to summonses in the list, of that I cannot speak), and, even of those which were not so, I heard the plaintiff over and over again give the necessary formal proof of delivery by saying, "Left at the house," or, "Given to his wife."

The two cases I particularized I have the clearest recollection of, and also of one where the man utterly denied having received or authorised the acceptance of the gown, and it turned out that the woman was actually wearing it in court. I may add that I never implied nor meant to imply that Mr. Taylor was "doing injustice at Camberwell," and that I am of opinion, *valeat quantum*, that his Honour was perfectly right, and could not have decided otherwise without violating the law; and the article in question was written in that sense.

I have the honour to remain your Lordship's most obedient servant, ALEX. EDW. MILLER.

The Lord Chancellor.

Letter No. 12.

24, Old-buildings, Lincoln's-inn.

2nd June, 1864.

Sir,—I beg to acknowledge the receipt of your letter this morning, and the Lord Chancellor has also shown me your letter to him. I have written at some length to his Lordship, and regret that I cannot do the like by you in time to save this post; but I have been in court all day. I do not doubt the accuracy of your records, but fancy that a great many cases must come into the list (as your letter shows me that at least one did) by a proceeding in the nature of showing cause against a former order. As to number, I spoke from a written list shown me at the time by a gentleman sitting next me, who

seemed an *habitué* of the court, and my impression is, that the cases in question exceeded eighty. That is the number which remained in my mind, but I will not speak positively to its accuracy. I never said they were all or nearly all defended; if the article be open to that construction I withdraw it. Speaking from memory, I should say that twenty of them were, and that, even in the undefended cases, it generally appeared that the goods had been left with the wife or at the house. As to "doing injustice," I never said so, but the contrary. My humble opinion is, that your decisions were in accordance with the law, and that (though I object to the law) the fault was with it, and you would have violated it had you dismissed the plaints. In that opinion I am honoured by the concurrence of his Lordship's view.

Should you desire the whole correspondence to be published, I am ready with his Lordship's permission to do so, or to write a notice for the Journal, embodying what has been said, which I will submit to you before publication.

Your obedient servant,

J. Pitt Taylor, Esq. ALEX. ED. MILLER.

Letter No. 13.

58, Eccleston-square, June 6th, 1864.

Sir,—You cannot eke out your numbers by any reference to judgment summonses, for 1st, those causes were not heard till long after your case was adjourned; 2ndly, the list of them was quite distinct from the list of original causes; 3rdly, neither list could have afforded any clue as to which cases were, and which were not, promoted by tallymen; 4thly, on hearing the judgment summonses, no question could have arisen respecting the original causes of action; and 5thly, on the day in question I only heard *six* tally judgment summonses, in four of which I varied the orders, and in two I committed the defendants to prison for short periods.

The matter then, still stands thus: instead of *eighty* tally cases having been disposed of on the 29th of December, 1859, *sixteen* only were heard. Instead of *twenty* being defended, as you now state in your second letter, in *nine* only was there any show of defence, and certainly in not more than *four* out of the nine was any real defence attempted. Instead of proof having been given, "in *some* of the cases," that the goods had been left at the defendant's house "without either his knowlegde, or the consent of his wife," no such proof was ever given in any *one* case. I do not pretend to recollect the evidence that was adduced before me six years and a-half ago, but still I can speak with perfect certainty with respect to this last fact. I have no remembrance of what I did on the last Sunday of 1859, yet I should not hesitate to affirm that I did not whistle "Rule Britannia," at "St. Peter's," between the first and second lesson. In like manner I can positively assert that I never, on any occasion, gave judgment for a tallyman who was shown to have left his goods at a man's house, without either the knowledge of that man, or the consent of his wife. I have no wish to discuss with you the question whether I could or could not pronounce such a judgment in accordance with law; all I wish to be thoroughly understood is, that no such decision was ever uttered by me. I am certainly desirous that this matter should be put right in the next number of the *Solicitors' Journal*, but I am quite willing to leave to you to determine whether you will publish the entire correspondence, or write a notice in the manner you propose.

I remain, sir,

Your obedient servant,

A. E. Miller, Esq. J. PITT TAYLOR.

It will be seen that the points at issue are three in number:—

1. Was Mr. Taylor described as "doing injustice at Camberwell?" Mr. Miller disclaims this, and so do we, but it does not suit Mr. Taylor's purpose to accept the disclaimer.

If goods are left at a man's house, even without his authority, and afterwards used by his wife or daughter, &c., he ought, as a general rule, to pay for them; what we say is, that *exceptional* legislation is needed to put down the evils arising from the facilities for extravagance afforded to the females of the families of working men by the operation of the tally system.

2. How many tally cases were heard on the day in question? Our readers must decide for themselves on the correspondence. For our part we can but say that while on the one hand the records of the court seem to be conclusive that Mr. Miller must have made some mistake on point of *number*; on the other hand, in every other question connected with this matter the accuracy of his recollection has been so conclusively proved, that we have some hesitation in concluding him to be wrong even in this.

3. Were the particular cases described actually decided as described? Notwithstanding Mr. Taylor's positive denials, we cannot doubt it; those denials admittedly rest on his present strong conviction that they would have been illegal, and we cannot for a moment consider them sufficient to outweigh the evidence to the contrary.

We may add that one of the four cases admitted by Mr. Taylor's first letter to have been heard on this particular day, exactly tallied with the case described in the article as successfully defended, with this exception, that it appeared from the record, what a mere bystander could not know, that judgment had been given in the case at a former court in default of appearance by the defendant, who was on that occasion admitted, so to speak, to show cause against the judgment, a state of facts which fully explains why the defendant in question was saddled with costs, and completely justifies the judge in what was, in our opinion, the only portion of his conduct, as represented, in the least open even to question.

And, lastly: if we are to weigh the probabilities for or against the accurate recollection of a scene which took place nearly seven years ago, as between a (then) very junior barrister to whom every case was an event, and a judge to whom the whole was routine, we should have little difficulty, even in the absence of the sort of corroboration which we have here, in arriving at a conclusion as to which memory was the more trustworthy

MORTGAGE DEBENTURES.

The remarks made in this Journal, January 30, on "land securities" companies, in both their commercial and legal aspects, had prepared the minds of our readers for the views lately taken in the House of Lords when the question of going into committee on the Mortgage Debentures Bill was discussed. We gave reasons for doubting whether the relative positions of mortgagor and mortgagee would be improved by any such joint-stock company acting as an intermediary between them, and we showed that to persons "investing" their money in the company's mortgage debentures, its name would be a misnomer, for that they would have no land security at all. Their remedy would be by a judgment against the company, the execution on which would probably merge in the more general proceedings under a winding-up order. Lord Overstone drew the attention of the House to these points. The bill, it should be first stated, had originally been brought in as a private bill, in accordance with the intimation to that effect in the advertised prospectus, which we noticed on the former occasion, but Lord Redesdale, believing the bill to be too important to be introduced in that shape, brought it up as a public measure, because in that form it would always be subject to the revision of Parliament. Lord Overstone, while admitting the propriety of giving all reasonable facility for the investment of money in land with a view to promoting its improvement, cautioned Parliament against giving indirect sanction to companies which really did not deserve that encouragement. He urged that the proposed registration of a company's mortgage debentures would not give the holders any security as to value. They would have no remedy against any specific property; they would simply have a remedy against the company in compelling it to wind up its affairs, and then come in rateably with the other debenture holders. Finally, Lord Overstone appealed to the Lord Chancellor to apply his "acute and sagacious" mind to the bill, and say whether its provisions could safely be carried out. The provision more particularly referred to was the 32nd clause of the bill, "that mort-

gage debentures issued under this Act which are transferable only by deed or endorsement shall be deemed to be securities on land or real property; and trustees who are authorised by the instruments respectively creating their trusts to lend or invest money on the security of land or real property may invest such money in these debentures." This rather startling proposition at the tail of a bill, which actually was and really is a bill promoted in the interests of a particular company, would, if we mistake not, strike our readers as being of far more importance to the community than any amount of good or ill success in the company itself. All existing wills and settlements giving power to their trustees to invest in "real security" were to be overridden by a permission to the trustees to invest in this company's debentures. The effect of the word "shall," in giving only a prospective effect to the investment clause introduced by the House of Commons into Lord St. Leonards' Real Property Law Amendment Act of 1859, is well known: the promoters of this bill, using the word "are," ran into the opposite danger of confining the operation of the power to instruments previously executed. Thus appealed to by Lord Overstone, the Lord Chancellor declared that he, for one, would decidedly object to any alteration of trust arrangements already made. He admitted the hardship and inconvenience which frequently arose from the limited power of trustees. He noticed their disposition to shun the exercise of some of the powers they actually possessed, and to keep in a course of investment about which there was no necessity for them to make any inquiry. But one reason, the Lord Chancellor said, why trustees should not be allowed, in the manner proposed by the bill, to become holders of mortgage debentures was, that they would have no specific right to the property of a company. They must simply "rank in the ruck" of a great number of creditors similarly circumstanced. Under the circumstances, he thought it would be objectionable to empower the trustees of "future" trusts to invest, as proposed, in these securities. The *Times* report has "future." Probably the Lord Chancellor said "present or future," or "any but future." Seeing this opinion of the Lord Chancellor, in confirmation of the opinion advanced in these columns at the first mention of the bill, and bearing in mind the hesitation which during many years the Court of Chancery showed, even after Acts of Parliament and General Orders for the purpose, in authorising investments on Bank Stock, our readers will agree with us that the Mortgage Debentures Bill made the boldest dash at trust money which Parliament has ever been asked to legalise. The clause was struck out in committee.

The principal provisions of the bill are, that it is to apply to companies under the Act of 1862, with shares of not less nominal value than £50, and with not less than a tenth nor more than a half on each share, nor less than £100,000 on the whole, paid up, established (1) for lending money on the security of real property, of rates and other impositions on the owners or occupiers of it, or of Parliamentary charges and securities on real property; (2) for borrowing on transferable mortgage debentures. The debenture owners for the time being are to be entitled proportionally in the company's total available assets, without preference. No debenture is to be a specific charge on any property comprised in any security of the company, so as to preclude the company from receiving and applying to its purposes or dealing with any part of the company's total available assets. A list of the debentures is to be kept by the company, with the numbers and dates, and unless the "debenture be to holder," the particulars of the person to whom it is issued are to be entered. A debenture "transferable by delivery" may be so transferred, and the holder for the time being shall, in the absence of notice to the contrary (*qu.* notice, generally, at any time?), be deemed to be entitled and to be able to give receipts. A debenture not transferable by delivery may be transferred by deed or stamped endorsement. Thirty days after transfer, or arrival of it in the kingdom, the transfer is to be entered in a list, after which the transferee will have the full benefit of the original debenture, so far as then in force, and no transferor shall have power to make void, release, or discharge the debenture. The debenture is to be payable within ten years of its date. The registered debentures are to be paid in preference to all other debts and liabilities of the company. There are to be established in the Land Registry Office, in respect of companies issuing debentures under the Act, a "Register of Mortgages," and a "Register of Securities." Subject to such regulations and on payment of such fees as the Lord Chancellor may sanction, any person may inspect and make copies of and extracts from "the Register" (*qu.* which register?). The registrar's indorsement of registration is to be sufficient evidence that the debenture is within the Act, and that the company is duly qualified to issue it. After the registrar's indorsement on a security to the company of the registration of it "as a security for the issue of mortgage debentures" under the Act, the deed or instrument shall not be available for or applicable to any other purpose, or be dealt with in any other way until an entry be made in the Register of Securities of its being freed from that charge (*qu.*—How can it be freed, except by payment of all the debentures?), and an indorsement to that effect shall have been made by the registrar on the deed or instrument. An entry is to be made in the register of debentures of a discharge or cancellation of a debenture. A debenture appearing on the register, and not appearing by the register to be cancelled, shall be deemed to be in force, and the principal sums for the time being appearing by the registered mortgage debentures to be thereby secured shall, for the purposes of the Act, be deemed to be the principal sums so secured. The company is to make to the registrar quarterly returns, verified by the statutory declaration of two directors and the manager, showing the aggregate of the principal sums comprised in the company's securities, and the aggregate of the estimated value of its annuities; and showing the particular and aggregate amounts, and the value or estimated value of the company's investments and property, cash in hand and at call, and also "the aggregate of the same principal sums and amounts, or estimated values and cash," and also the total number and aggregate nominal amount of the shares of the registered shareholders, and the aggregate amount paid up, and amount to be paid, which total aggregates are to be called in the Act "The Company's Guarantee Fund;" and showing the numbers, dates, sums, and times of payment of the debentures in force. For the purpose of the quarterly return the company is to produce to the registrar such of its securities as he may require. The registrar is to authenticate the return, and give a tabular certificate of the amount of the company's securities, and the amount of the guarantee fund, with a schedule of the debentures. The company is not to issue debentures exceeding at any one time the amount of the securities, or ten times the amount of the uncalled share capital. Then follow other clauses which need not be specially noticed. Scheduled forms are given of the quarterly return, of the debenture transferable by deed, of the transfer of such debenture, and of the debenture transferable by delivery.

Of whatever use the registers and quarterly return may may be in the money market, as evidence of the soundness of a company, we do not think that trustees would have been disposed to incur the responsibility of forming an opinion upon such evidence of the propriety of an investment in the so-called mortgage debentures. To conciliate the powertul opposition to the proposed trustee powers, the Duke of Marlborough, who is the chairman of a company within the contemplation of the bill, proposed was amendments when the report of the bill was received on the 14th. He had two new clauses on the paper, one, that the registrar, before registering a mortgage to

the company, should be satisfied by a certificate of the Inclosure Commissioners' surveyor that the saleable value of the property comprised in the security exceeded by one quarter the sum advanced on it by the company, and all other charges on it; the other clause, that in all cases where, before the passing of the Act, by the instrument creating the trust trustees were authorised to invest in real property, they, or the major part of them, might apply to the Court of Chancery, by summons at chambers, for liberty to invest in mortgage debentures; and the Court, on being satisfied that there was nothing in the instrument prohibiting the investment, might grant the liberty. The novel duty therefore of judging, from registers and returns, of the healthiness of the state of a joint-stock company's affairs for the purpose of investment, would thus be shifted from the trustees to the chief clerk. This amendment was negatived.

The bill was read a third time and passed on Thursday last.

REAL PROPERTY LAW.

Interest on Purchase Money.

Lord Palmerston v. *Turner*, M.R., 12 W. R. 816.

We notice this case, not as one deciding anything new, but as one reminding the profession of the construction put by the Court on a condition of sale of daily occurrence, namely, the condition for payment of interest by a purchaser, if, "from any cause whatever," the purchase be not completed at the stipulated time. After considerable doubt entertained as to the extent of the operation of the provision, Lord St. Leonard's, in the Vendors and Purchasers, laid down the proposition that where the delay was occasioned by the state of the title, and was not wilful, that seemed to fall within the provision of "any cause whatever." In *Sherwin* v. *Shakespear*, 2 W. R. 668, the Lords Justices, on an appeal from the Master of the Rolls, who had applied the rule with some qualification, adopted the rule without any qualification. That case is treated by Lord St. Leonard's, in his last edition, p. 637, as having restored the true rule, giving to the words of the condition their full import, "where there is no vexatious conduct, or dealing in bad faith, or gross negligence on the part of the vendor." In the present case, Earl Malmesbury, of whose settlement Lord Palmerston was one of the trustees, agreed on his own and their behalf to sell to the defendant certain lands in Hants, the condition in question forming part of the contract. The title proved defective by reason that a power under the settlement was not exerciseable during Earl Malmesbury's life, and time was taken up in procuring the settlement to be rectified. Accordingly, there having been no wilful default on the vendor's part, but the delay having been caused by the state of the title, the Master of the Rolls decreed that the purchaser should pay interest from the day appointed by the contract for completion.

Dispossession where the Statute runs.

Woodcock v. *Titterton*, Q. B., 12 W. R. 865.

A novel and bold attempt was made in this case to set up the protection of the Real Property Limitation Act (3 & 4 Will. 4, c. 27) against the common law principle that a rent-charge issues out of the entire land charged. The rent, created out of a farm, had been assigned to the defendant more than thirty years ago; afterwards, a field belonging to the farm had been sold in building lots, one of which, where the plaintiff's house was built, had been in his separate ownership for more than twenty years. During the whole of the thirty years, except the last three, the rent had been paid by the occupier of the farmhouse. Subsequently, and after the twenty years, the rent being unpaid, the defendant distrained for it upon the plaintiff. The question was, whether the defendant's right to such distress was not barred by the statute.

The circumstance of the rent being left as a charge on the land sold, although it was sold for building, and although the rent was to be paid in future by the farmer, originated no doubt in the ancient doctrine, wonderfully preserved until the year 1859, that a rent-charge, being against common right, could not be apportioned by act of the parties. The owner of the rent might be willing to do what both vendor and purchaser wished, that is, release the land sold. But no; the law told the owner that, if he did so, the rent-charge would be extinguished. These be, or rather were, thy conveyancing gods, O Lincoln's Inn! How then did a purchaser, who intended to lay out his money in erecting houses on an acre of outlying land, charged indivisibly together with the bulk of an estate, protect his purchase? Sometimes the owner of the rent-charge covenanted that he would not resort to the particular piece of land for payment. But even this being regarded by the more austere priests as working a release at law, and a consequent extinguishment, another mode was devised. The owner first divested himself altogether of his legal rent-charge by conveying it to trustees, and then joined in a declaration of trust that they should enforce payment out of certain parcels, which were to remain burdened, to the intent that certain other parcels, which were to be relieved, might thenceforth in equity be "freed, exonerated, and discharged." Of course this triple buckram was only good in equity, and the entire land still continued vulnerable at law. If the purchaser could make no better terms, he contented himself, as he appears to have done in the present case, with an indemnity from the vendor. Lord St. Leonards set the law right by the 10th section of his Law of Property Amendment Act (22 & 23 Vict. c. 35), which provides that the release from a rent-charge of part of the hereditaments charged therewith shall not extinguish the whole rent-charge, but shall operate only to bar the right to recover any part of the rent-charge out of the hereditaments released. But, as between the owners of the several parts of the land, the enactment saves the rights of all persons interested in the hereditaments remaining unreleased, and not concurring in or confirming the release.

The Limitation Act providing by the second section that no person shall make a distress but within twenty years next after his right to make it shall have accrued, the plaintiff, inasmuch as he had neither paid the rent charge nor been distrained upon, conceived himself to be within the Act. The fact that the defendant had no occasion to distrain or to make any demand upon the plaintiff, so long as the farmer was paying, would have been a sufficient answer. Moreover, the rent had, all the time, been virtually received out of the plaintiff's land, for, observed Crompton, J. the rent-charge was entire, and issued out of all and every portion of the premises charged; it was therefore an error to say it had not been received or levied out of one portion of the premises, when it had been duly received during the whole period. The owner could not apportion the rent: when it was paid by the occupier of one portion of the premises, it could not be levied out of any other. Not only were the common sense and principle of the law against the statutory bar, but the 3rd section of the Act declares that in the construction of the Act, the right to make a distress shall, when the person claiming the rent has been in receipt of it, be deemed to have first accrued when he was dispossessed of it. Hence Blackburn, J., put to the plaintiff's counsel the question—"When do you say that this rent was first received by some other person?" Besides, there was the case of *Smith* v. *Lloyd*, 9 Ex. 562, where an owner in fee, having, on a conveyance of the land, reserved the minerals and afterwards granted them, it was held that mere nonuser of the minerals for more than forty years, no other person having been in possession of them, was not a bar, for that there must be both absence of possession by the person who has the right, and actual possession by another, whether adverse or not, to be protected, to bring the case within the statute. In the principal case, therefore, the Court was clearly of opinion that the plaintiff's point was not tenable.

COURTS.

COURT OF CHANCERY.

(Before Vice-Chancellor Sir J. STUART.)

June 13.—*Dobie* v. *Moulton. Ex parte S. B., Barrister-at-Law.*—This was a motion to take the answer of the defendant off the file, upon the ground that it had not received counsel's signature. It appeared that the applicant had been intrusted to draw the answer, and that he had appended to the draft some observations to the effect that the statements in it ought to be verified, and that if any alterations were made in it, it should be returned to him for his revision and signature before being filed, but he did not otherwise express his disapproval of any of the statements in the answer. He signed his name to these observations, but not otherwise to the answer. He was subsequently informed by Moulton and his solicitor that the answer needed no revision, and it was accordingly not sent back to him. He had since then signed for £3 3s. "for preparing a draft answer, subject to my revision and signature." If the answer had been tendered to him he would have signed it in order that it might be filed.

Mr. *Malins*, Q.C., and Mr. *Beetham* appeared for the motion; Mr. *J. W. De Longueville Giffard*, for the defendant Moulton, but was not called upon; Mr. *Tripp*, for the plaintiff; the defendant's solicitor was not represented.

The VICE-CHANCELLOR said that he could not sufficiently express his shame and regret that any counsel should have given instructions for such a motion on his behalf as this. The applicant had been informed that his draft did not require revision, and yet he had, in acknowledging the receipt of a fee on account of it, reserved, or attempted to reserve, to himself a right to make further alterations in it, alterations which he knew were not required. That looked like an effort to extort unnecessary fees. The motion must be refused with costs.

COURT OF QUEEN'S BENCH.

(Sittings in Banco, before the LORD CHIEF JUSTICE, and Justices BLACKBURN and SHEE.)

June 11.—*In the matter of Pemberton and Another, Attorneys, on the application of Colonel Dickson.*—This was a rule obtained by Colonel Dickson against his late attorneys (Messrs. Pemberton & Reeves), in his recent action against Lord Combermere, Lord Wilton, and General Peel, tried at great length last year. The application related to the costs of that action, and was to set aside a judgment they had obtained against him for those costs, on which they had arrested him. The ground of the rule was that counsel's fees, which formed a large item in the bill as taxed, had not been paid. The bill, which came to £1,815, had been taxed in the usual course, but the taxation was not attended on the part of Colonel Dickson, and no vouchers had been required for the fees, the master following the exceedingly loose practice which seems on the increase in common law taxations, and passing the items on being, in some way, given to understand that they had all been paid, whereas the "refreshers" had not. The refreshers in question came to £380, and the entire amount for which the judgment was signed was £978. The fees, it was admitted, had since been paid.

Mr. *Chambers*, Q.C., Mr. *Hawkins*, Q.C., and Mr. *J. C. Mathew*, appeared in support of the rule.

Mr. *Lush*, Q.C., (with him Mr. *D. Keane*, Q.C.), showed cause on the part of the attorneys. There had not been, he pointed out, any affidavit that the "refreshers" had been paid, nor any statement that they had been paid. All that was done was merely to hand the master a list of them, for which the attorneys were liable. It was a matter of entire indifference to Colonel Dickson whether the "refreshers" were paid at the time or not, because he had no means of paying them, and the attorneys were liable for them.

The LORD CHIEF JUSTICE.—Would the master allow fees unless represented to be paid?

Master *Brewer* (on the civil side of the Court) stated that fees were never allowed unless represented to be paid.

Master *Norton* (Master of the Crown-office) stated that on the Crown side of the Court the practice was similar. It was usual to require the signature of the counsel, or their clerks, or in some other way to be satisfied that the fees were paid, before allowing them on the taxation of costs.

Mr. Justice BLACKBURN observed that he had always understood that this was so.

Master *Brewer* stated that in this case he must have been satisfied in some way that these fees had been paid.

Mr. *Lush* said his clients denied any actual representation that the fees were paid, and it was sworn that no question was asked.

The LORD CHIEF JUSTICE.—If all you desire is that it should be declared that the course pursued was most improper, and that even as between attorney and client fees ought not to be allowed which have not been paid, we have no difficulty in declaring that in the strongest manner.

Mr. *Chambers* insisted that the judgment should be set aside with costs.

Mr. *Lush* said that Colonel Dickson had dragged these gentlemen into the conduct of a most expensive and disastrous piece of litigation under the distinct arrangement, on his part, that funds should be provided for the necessary outlay, and, after all, they had been left in the lurch with very heavy liabilities, and the colonel, their client, had released himself by bankruptcy. Upon the whole the learned counsel contended that there had only been a little irregularity on the part of the attorneys, but no real misconduct, nor, as regarded the applicant, Colonel Dickson, any real injury. There was, therefore, no ground for the application.

Mr. *Chambers*, Q.C., and Mr. *Hawkins*, Q.C., were then heard in support of the rule. There had been, the learned counsel contended, a clear abuse of the process of the court by its own officers, the attorneys, in obtaining a judgment for an excessive amount. It might be true that on a new taxation Colonel Dickson might be liable to pay these costs; but then the *allocatur* would be dated as of the present time, and would only warrant a judgment as of that date, not a judgment as of August last.

The LORD CHIEF JUSTICE said the judgment must certainly be set aside. It could not be doubted that there had been a gross impropriety in signing judgment and taxing costs for an amount including fees not paid at the time. But it appeared that at the time Mr. Pemberton was absent from town, and he denied upon oath any personal concern in the proceeding; the Court therefore imposed no censure upon him, nor any further penalty than the setting aside of the proceedings as irregular and improper. Moreover, the attorneys had carried on the suit considerably out of pocket, and were undoubtedly entitled to a large sum at the time they signed judgment; whereas there was a bankruptcy and no dividend, and therefore the whole was lost. It must therefore be a condition that no action should be brought against the attorneys, and that Colonel Dickson's costs of this application should be set off against theirs.

The other learned JUDGES concurred.

COURT OF COMMON PLEAS.

(Sittings in Banco, before the LORD CHIEF JUSTICE, and Justices WILLIAMS, WILLES, and BYLES.)

June 13.—*Re Oldknow.*—In this case the applicant had been an attorney, and had been struck off the rolls in Michaelmas Term, 1862.

Mr. *Lush*, Q.C., now moved that he be restored. Mr. Hoffman, at whose instance he was struck off, had expressed his assent to compromise his claim for £20, and that the applicant had paid this money.

Mr. *Garth*, for the Law Society, wished only to bring the facts before their Lordships, and then to leave the matter in their hands. The applicant, as attorney for Mr. Hoffman, had compromised an action without his assent, and had received £190 for the compromise, none of which he had paid over, and Mr. Hoffman had been put to further costs of near £100 in coming to the court to attempt to compel him to pay. Mr. Hoffman, who could get nothing, had agreed to take £20 if he could get it. There was no affidavit by any one that the applicant was of good character and ought to be restored.

The CHIEF JUSTICE was of opinion that the applicant had not qualified himself for what he asked, either in regard to his character or in what he had done.

Rule refused.

(Sittings at Nisi Prius, before Mr. Justice BYLES and a Common Jury.)

June 15.—*Denenlain* v. *Hodgson.*—This was an action against an attorney for negligence.

Mr. *Digby Seymour*, Q.C., and Mr. *Kydd* appeared for the plaintiff; Mr. Serjt. *Parry* and Mr. *Hodgson* for the defendant.

The plaintiff, it appeared, was administratrix of her brother who died possessed of a lease of some premises, which he had considerably improved at his own expense. The plaintiff had agreed to dispose of the lease and fixtures to a Mdlle. Des-

champs for £300, taking the fixtures at a valuation, and she alleged that the defendant had delayed making a proper agreement until her landlord entered for rent, and destroyed her term in the premises, whereupon Mdlle. Deschamps was let in by him for £150.

For the defendant it was contended that the agreement was not completed because Mdlle. Deschamps had not the money to carry it out, and that the plaintiff had lost her term in the premises, not because of the defendant's delay, but for non-payment of rent.

His LORDSHIP, in summing up, directed the jury that the defendant was liable in the action only if he had shown a want of reasonable skill, or had been guilty of gross negligence. If neither of these things were satisfactorily established against the defendant, they ought to find for him, and not, from any feeling of compassion for the plaintiff, to find for her.

The jury retired, and, at the rising of the Court, being unable to agree, they were by consent discharged.

COURT OF BANKRUPTCY.

(Before Mr. Commissioner HOLROYD.)

June 9.—*In Re Rahn.*—Mr. *Aldridge*, on behalf of the official assignee, moved for a rule calling upon the bankrupt to show cause why the petition for adjudication presented by him should not be dismissed; also for a rule calling upon one Thomas Parker, stated to be a person improperly practising as an attorney,* to show cause why an attachment should not issue against him for contempt of Court. It appeared that the bankrupt presented his petition, apparently attested by "Edwin Hughes," as solicitor, and adjudication was duly made. The bankrupt now admitted that the petition had not been attested by Mr. Hughes at all, but that the real witness was this Thomas Parker. Mr. Hughes denied having ever seen the bankrupt. He had never given Parker any authority to use his name.

Mr. Commissioner HOLROYD.—You have stated enough to entitle you to rules *nisi*.

MIDDLESEX SESSIONS.

(Before Mr. PAYNE).

June 10.—William White, whose case has been more than once mentioned before, was now brought up for judgment.

Mr. *Hawthorne*, for the prosecution, proved several summary convictions against White prior to the sentence of five years' penal servitude in 1859.

Mr. *Besley*, for the prisoner, suggested that if the sentence in 1859 was not sufficiently severe, the Court would hardly wish to make up now for the leniency of the Court at that date.

A number of convictions were proved prior to 1859, as also one in November, 1863, in company with his brother, on a charge of housebreaking. It was however admitted that in that case no implements of housebreaking or keys were found on either of them.

Inspector Burrows admitted that the entry on the charge-sheet in this case was for stealing a roll of linsey, and that it was altered by the magistrate to a roll of cloth after hearing the evidence of the shopman.

Mr. James Osborne, who had employed White's brother, stated that he discharged him for using bad language.

The prisoner, in substance, repeated his former defence. He hoped they would give him one more chance, as he was an innocent man.

Mr. PAYNE said the evidence upon which he was convicted was entirely satisfactory. He agreed in the verdict, and so did the magistrate who heard the trial. There was no ground for any imputation on the police. The discharge of his brother was not owing to anything which they had said, but to his brother's own misconduct. The police must be protected as well as the public. He appeared to be an habitual offender, and his sentence would not be altered. He must be kept in penal servitude for ten years.

MANSION HOUSE.

(Before Mr. Alderman PHILLIPS.)

June 13.—Walter Antrobus, accountant, of Philpot-lane, City, was charged with forging the signature of a commissioner for taking affidavits in chancery to certain documents intended as evidence in the Court of Bankruptcy. There was a minor charge against the prisoner of having falsely represented himself to be a solicitor.

Mr. *Sleigh* was counsel for the prosecution, which was instituted by the chief registrar of the Court of Bankruptcy.

The prisoner was defended by Mr. *Buchanan*.

Mr. Registrar Keene said that about the 27th of May last the prisoner called at his office, and produced a composition deed purporting to be dated 20th May, 1864, and to be made between creditors of Philip Becker and Hermann Sack of the first part, and the same Philip Becker and Hermann Sack of the second part. On examination the deed appeared insufficient in certain specified particulars, and witness required it to be altered and re-sworn, and the inserted alteration initialled by the commissioner before whom it had been sworn. In about ten minutes the prisoner returned with the deed, with the words "Six hundred pounds" inserted, and with the initials "A. C." (Anthony Carr,) in the margin. On being asked if it had been re-sworn, he replied in the affirmative. The circumstances appeared so suspicious that witness impounded the deed and communicated with the chief registrar and Mr. Carr.

Mr. Anthony Carr, solicitor, a commissioner for the administration of oaths in the Court of Chancery, said that the prisoner had called on him on the 20th May, accompanied by Mr. Hermann Sack, to have the latter sworn to an affidavit. He had then been asked to attest the deed on its being sworn by the two debtors. As only one of them was there, witness struck out of the copy the name of the other, and it was also struck out of the original by the prisoner or by him. Witness then attested the signature of Sack, and the prisoner and Sack went away. From that time forth he had never again seen the deed, nor had he ever seen the affidavits produced. The signatures were not in his handwriting.

The prisoner was committed to Newgate for trial.

BROMPTON COUNTY COURT.

THE LORD CHANCELLOR'S NEW COUNTY COURT BILL.

June 8.—As soon as the court opened this morning, Mr. Clarke, one of the solicitors practising in the court, called the attention of the judge, Sir J. E. Eardley Wilmot, Bart., to an action which had been adjudicated upon by his Honour on the preceeding day, when he (the judge) had expressed his opinion that if the above bill became law he could not, in future cases of a like nature, enforce his judgments so effectually. His Honour expressed his satisfaction that Mr. Clarke had brought the question before the Court, which he said was one of great importance to the whole community. Properly, the province of a judge was the interpretation and administration of the law, not to say what it ought to be, but perhaps he might be excused in matter which had attracted considerable attention, and was of deep social import, if he said a few words upon it, more especially as he had had many years experience of the county court system, and also had taken great interest in the amendment and reform of the law generally. Now, in the general principle developed by the Lord Chancellor's bill, he cordially concurred. It was impossible not to see that the credit system had become too expanded, as regards the labouring class, since county courts had been established. Loan societies, individual lenders, and tallymen, had multiplied in consequence of the facilities afforded to them of recovering their debts in these courts. Nay, more, his residence for many years in Bristol, a district terribly overlaid with poor, had convinced him that, in many cases, much misery had been the consequence. Sureties were involved in inextricable difficulties, scarcely knowing the liabilities they were incurring by signing their names or putting their mark to a paper. Still he must continue to regard a county court in its original object and intention as a court established for facilitating the recovery of small debts, and not as one intended for the relief of dishonest debtors; for such, in no small number, were always to be found. If the power of commitment now intrusted to the judge to enforce the judgment of his Court, in cases where the debtor had no goods or property and stood upon the defensive, were taken away or so restricted as to be inoperative, he did not see how these courts could afford any protection to the tradesman; and, if they lost their power, their influence and value would depart with it. Therefore, while he concurred generally with the Lord Chancellor as to the undue extension of credit, he dissented from him as to the remedy to be applied. True, the bill proposed to deal only with cases under £20; but those conversant with the county courts knew that such cases were at least eight, if not nine, to one of plaints brought into these courts. What, then, did the Lord Chancellor say? Why, he said in effect this: "It is much better for you when you have full wages to lay by provision for a rainy day when work is slack, than that you should have credit when not employed, and thus forestall or mortgage your future earnings."

* There are several gentlemen of that name in the *Law List*, but from Mr. Aldridge's statement we presume that the person in question has no connexion with any of them.

He (the judge) did not think it possible under the present condition of human nature, and the difficulties the poor man had to contend with, that he could do without some credit. Let them look generally at the wages of the labourer; he would take the agricultural labourer in the west of England and the midland districts, with which he was best acquainted; he earned on an average twelve shillings per week—of course, in the town and in the manufacturing districts the amount ranged higher; out of his twelve shillings per week he had to pay (say) three shillings per week for rent; he had to sustain and clothe his family; to send his children to school, and, at a later period, to start them in life. He mentioned the married labourer, for, in that class, a young man married as soon as he could; he made himself a home, where he could go to after a hard day's work, and it was best for the community that he should marry, even with the discomforts of poverty in his married life. All his expenses were so great that it was almost an impossibility for a poor man to lay by any money. The necessaries of life which he consumed were taxed, beyond all measure, above all other things. The tax upon bread had been taken off, but that on other necessaries no less important remained. There was his tea, sugar, beer, and tobacco (which last he considered a necessity to a poor man, who, perhaps, tasted animal food only once or twice a week); all these articles were taxed to such a degree that the poor man, in proportion to his income, paid 300 or 400 per cent. more than the rich man. It had been a problem to political economists to discover why, when all other classes seemed to advance, the poor man could not rise from the ground;—poor he always must continue to be, but he believed his condition might be very much improved, not by denying him credit, but by shifting upon the superfluities of life the burden of taxation which now pressed heartily upon its necessaries. As regarded the system of tallymen referred to by Mr. Clarke, he thought that though there existed undoubted abuses in that mode of dealing, and in many cases considerable injustice, yet, under restrictions which might easily be introduced, and proper protection afforded to the labourer, it might be continued not without advantage to him; he had seen many cases of much kindness and forbearance on the part of the tallyman, and he would apply a local remedy to the part diseased, and not disorganise the whole system of credit. Lord St. Leonards' proposed that the tallymen should not be allowed to supply a wife or daughter on credit except the husband or father were present; but this was impracticable, as the poor man could not always be at home, and the dealer could not call exactly when wanted; what he had laid down as his rule in Bristol, and, he believed, with some success, was to require the tallyman to produce to him a certificate or voucher duly signed that the labourer had been willing that his family should be trusted with goods. Then, as to the commitments to prison, he believed that he was the first to introduce the system of suspending them for a certain time, to enable the debtor to go on with his payments, and reflect upon the alternative of not doing so. There, he thought, an improvement might be introduced in the present law—namely, that, what he did now with the creditor's assent, holding back the commitment from being actually executed, should be done legally and compulsorily, and under the authority of the Court. That brought him to another part of the subject—namely, that it had been alleged there was, by means of the county court, a difference between the rich man and the poor man—the rich man, by passing through the Court of Bankruptcy, could get absolved from all his debts, whereas the county court imprisoned a man, or had the power of doing so, several times for the same amount, and yet he did not get released from his liabilities. He (the judge) proposed that by a fixed period of imprisonment, graduated according to the amount of the judgment, the debtor should be finally released from his debt. There were two improvements suggested—1. The suspension of the warrant of commitment; 2. The release of the debt by the penalty of a certain period of imprisonment. The bill of the Lord Chancellor proposed that where the debtor had a reasonable expectation of being able to pay, and was called up on a judgment summons, and if he did not owe above £50, he should, by order of the Court, hand in a schedule of his several debts; whereupon an order was to be made distributing a weekly or monthly payment, as it happened, among his several creditors. But it was obvious, no creditor would care to bring his debtor up if the result were to be a minute and infinitesimal sum doled out to him in payment, collected with others, and if he were to be constituted a debt collector, through the county court, for the benefit of his brother creditors. In addition to this their experience of the poor man showed them that the only schedule he could prepare, or be competent to admit, would be the copy of the shop bill for shop goods, for which he was generally summoned to the court, and if he could not prepare his own schedule, the preparation of it for him by others would lead to expense and very likely fraud. It was only after his schedule had been handed in and an order made upon it, that he was rendered liable to imprisonment upon proof of credit having been obtained by false pretences or fraud, or of there having been in the first instance no reasonable expectation of his or her being able to pay: all which were very difficult of proof, especially in a court constituted like the county court. As regarded the general provisions of the bill, doubtless the Statute of Limitations required to be altered. The facilities of suing, the facilities of communication, the improved system of book-keeping, and the rapid way in which trade profits were turned over, rendered it necessary that the present period of six years should be shortened—he should say one-half. He had, by the way, omitted a clause which would have more properly belonged to his previous remarks—namely, the proposal to attach a portion of the workman's wages in the hands of his employer for the purpose of being handed over weekly to the creditor. This, he thought, would be oppressive and inquisitorial as regarded the workman, whose private affairs would thus be opened to his fellows; and troublesome as regarded the master, who would object to be made a bailiff of the county court, and, sooner than that, would take the earliest opportunity to getting rid of a workman causing him so much trouble. He would now come to the 17th section of the bill, whereby the publican was not to recover for any "ale or beer" sold on credit and consumed on the premises. [The learned judge read the section.] He objected to such an enactment as that, because some long beer scores were put up, and because of the drunkenness of some, occasioned by facilities of getting drink on credit, he considered they were not justified in saying to the poor man generally,—"You shall not go into a public house at the end of a hard day's work and have a glass of ale in the tap or parlour upon credit." Why should that be said more than to the rich man, "that he should not have his bottle of champagne unless he could pay for it over the counter. Such class legislation he thought inadmissible and contrary to sound policy. Besides, if the section were passed it could easily be evaded, for it stated—"*ale or beer*"—and made mention of no other liquors such as porter or cider; even a pot of "half-and-half" would not come under the provisions of the Act, for it was none of those liquors, but a compound. His Honour argued at great length on this subject, in which he showed the section could be evaded in many ways, after which he said reference had been made to the number of persons who went to prison. It was only the other day he heard of a court in which 5,000 plaints had been issued in the course of last year and only nine persons actually went to prison. This showed that the fear fear of commitment operated strongly, and that the debtor, under this pressure, generally found means of keeping up his instalments. In 1863, in the County Court of Marylebone, over which he presided, there were 7,448 plants issued, but of these only fifty-nine (less than one per cent.) persons went to prison. At the same time in considering this, they must not forget the influence of the county court system generally, in furnishing to tradesmen the means of speedily recovering their money, and to purchasers a moral compulsion to induce them to pay without being brought into court. He would now come to almost the last alteration contemplated by the bill contained in those sections, proposing to confer on the local courts a limited equity jurisdiction. He had always earnestly advocated the introduction of this measure, which would be a most valuable law reform. He had had ample experience at Bristol of the oppression and injustice suffered by the poor in small trusts, mortgages, the distribution of small sums of money under wills, and small partnership, an injustice which was without remedy in consequence of the expense and delay still existing in chancery suits. Lord Brougham, the founder of county courts, and, indeed, of almost every reform introduced into the law for the last fifty years, had endeavoured on several occasions to get a bill passed conferring on local courts this jurisdiction in equity. He had, however, always made provision for an increased number of judges, which would be necessary if there was to be a considerable accession of work. He (the judge) had to preside over two large metropolitan courts, besides Brentford. And it would be impossible for him to work harder than he did. No labour or strain upon the mind was greater than that undergone by a county court judge, all whose faculties, in addition to his judgment, were actively employed at the same time. There were two other provisions of the Lord Chancellor's bill

which would largely increase their common law business, as he proposed to take away the concurrent jurisdiction of the superior courts in cases under £20, and also to empower the superior judges to transfer to the county courts many causes now excluded, such as breach of promise, seductions, &c. Therefore, even without equity, the increase of work would be considerable. Instead, however, of these last provisions, he would prefer to see what had often been proposed by Lord Brougham, adopted—namely, to allow the plaintiff to initiate his suit in all cases whatever in the county court, and then, if the defendant did not like the tribunal, he could, in cases above £50, remove it into Westminster Hall, or for trial at the assizes, giving security for costs. In conclusion, the learned judge apologised for speaking at such length upon this question. He was a warm advocate for the improvement of the county courts in every way in which it could be safely and effectually done, and would cordially support any measure calculated to raise the *status* and condition of what was now universally acknowledged to be a very valuable and useful tribunal.

GENERAL CORRESPONDENCE.

THE REGISTRAR'S OFFICE IN THE COURT OF CHANCERY.

Sir,—It is to be regretted that the method of drawing up the orders of the Court of Chancery is still, after all the years during which the subject has been under discussion, in a very unsatisfactory state. More than eight years ago the commissioners appointed to inquire into "the process, practice, and system of pleading in the Court of Chancery" issued their third report, in which this subject is specifically dealt with, and yet very little has since been accomplished towards facilitating the labours of solicitors in drawing up their orders. It does not, indeed, appear that the grand cause of difficulties and delays complained of in the letter of your correspondent, "J. Culverhouse," was the subject of any recommendation by the commissioners, though there certainly was evidence brought before them that such a state of things existed. Mr. Culverhouse complains, and not altogether without justice, that "to draw up a decree is frequently re-trying a cause," but I cannot quite agree with him that this is always unnecessary, and perhaps my meaning will be best explained by the following extract from the third report of the commissioners:—"It often happens that differences arise between the parties on a settlement of the minutes, sometimes as to what the order really made by the Court was, but more frequently upon the details necessary to work out the principle of the order pronounced by the Court. Parties often are apparently agreed upon the terms of an order until they see its effect when drawn up in detail, and a discussion on the minutes then ensues. Again, a cause or matter is often disposed of in a court without the attention of the judge being drawn to points which are afterwards found to be material. From these and other causes the registrar finds himself unable to settle the terms of the order without an application to the Court being made by the parties, or some of them, for its directions." The commissioners conceive that one of the causes of the delays which occur in drawing up the orders of the Court is due to the want of precision in ascertaining the order of the Court made in the particular case. "It might be thought," they report, "that, as the registrar is present in court when the judgment is pronounced, little or no difficulty would exist in ascertaining accurately the order made; and this is doubtless the case when the registrar has been present, not only when the judgment was pronounced, but during the whole argument, when the case has been fully opened, and where every point has been brought under the consideration of the judge, and decided by him. But it very frequently happens that the registrar present during the argument is not the same registrar who hears the judgment; and in that event he can be but imperfectly acquainted with the facts of the case, and the bearing of the judgment upon them. It is very common for a cause to be commenced on one day, finished on another, and for judgment to be given on a third day, a different registrar being present on each day. Not unfrequently the argument of a cause lasts more than two days, and on each of the days occupied a different registrar may be present. In such cases the judgment is often reserved, when a registrar who has heard no portion of the case argued may be the registrar whose province it is to draw up the order. Indeed, on examining the different cause papers of the various courts, we find that scarcely a day passes in which a part-heard cause or matter is not in the paper of one or more of the courts, and on some days a part-heard cause may be found in the paper of each of the courts."

After showing that registrars cannot be attached permanently to each court because they must attend the office as well, and that a plan of attaching two registrars to each court has been tried and failed, and that attaching registrars to each court for a limited period would not be likely to prove successful, the commissioners arrive at the conclusion that it would not be expedient to make any alteration in the existing system of attendance by rotation. Your correspondent ridicules the idea of a series of different registrars attending the hearing of a long cause, such as *Young* v. *Fernie*, and I do not desire in the least to defend such a waste of public time, could it be ascertained beforehand that such would be the result: but, on the contrary, it is only after the arguments have been concluded without raising any point which calls for his assistance, that the futility of his attendance could be shown; and until we have the judges reporting their own cases, which is a manifest impossibility, it will be necessary that there should be some one officially responsible as between judge and suitor, for an accurate note of the decision. This might, doubtless, be provided by the attendance of an official reporter, but I do not see that he would be at all more efficient for the purpose than the registrar, and there are grave objections of another kind attaching to the proposition to appoint such an officer. I am unable to see that "some better mode of speaking to minutes" would satisfy the profession, and by admitting that minutes should ever require to be spoken to, Mr. Culverhouse rather seems to depart from his original complaint, that to draw up a decree is to re-try a cause. If a decree is to be drawn up at all, or, in other words, if there is any business to be transacted outside the doors of the court after the decision of the judge has been given, and before that decision can be carried into effect, I do not see that much improvement can readily be made in the existing machinery for the purpose. I do not wish to be considered as a thick-and-thin advocate of the Registrar's-office, nor as upholding the present system of doing business which prevails in that office. The existing staff of officials may or not be perfect, and probably does not require to be changed. They may be as well up in their work and as desirous of doing their duty without a more frequent resort to red tape than their system requires as any staff who could be substituted for them; but what the profession wants is that they should have the greatest possible facilities in transacting their affairs, and with that view I do not hesitate to assert that the system is capable of alteration and improvement in several ways. In the first place, if it were never left in doubt what are the exact terms of the order made by the judge, would it not be easier for all parties concerned to express those terms in writing, and so place the decision on the record without more than the delay necessary in getting the several solicitors concerned to signify their assent? But we know that in practice it frequently occurs that an order may be pronounced which may be final and distinct as far as the judge is concerned, but where there is some preliminary requirement to be supplied before the order as pronounced can be drawn up. How many cases are there in which an affidavit is wanting, and is 'to be produced to the registrar?" How frequently does it occur that a married lady is to be examined in court, and the judge directs the order to be dated after the examination has taken place? Often, also, it happens that an infant is without a guardian, for which purpose an interlocutory order must be procured. Cases have even occurred in which almost all the material evidence is left "to be produced to the registrar," and we cannot, with such circumstances before us, say that the registrar is not to look into the correctness and sufficiency of the evidence produced after the order has been pronounced. Independently of all this, it rarely occurs—and I say it without fear of contradiction—that the evidence in a suit or on a petition is thoroughly and properly gone into in the presence of the judge. The hurry of business, the pressure of other matters, tend to induce both judge and counsel to take as correct the evidence as it stands. It is absolutely essential that there should be rules of evidence, and that all evidence entered as read should be in accordance with those rules; but if the judge, instead of seeing that his decisions are in accordance with the evidence, leaves a portion of that duty to the registrar, the latter must treat all evidence as strictly as ought to have been done by the judge. Hence, it arises that the registrar is continually called upon to perform the judicial function of deciding on the value or admissibility of evidence which ought, in fact, to have been decided upon by the judge himself.

Of late it has been the habit of the judges of the Court of Chancery to attempt to make a parade of the amount of work done by demonstrating the number of cases they can dispose of, and the number of orders they can pronounce, and through this practice the evil complained of by your correspondent has grown to "its present hugeness." As long as the registrars are depended upon to complete the order of the Court by looking, after the decision, into the evidence produced, so long is the present system necessarily likely to continue, and as long as the registrars continue to consist of a learned and efficient body of men, so long the system may be more useful in practice than defensible in theory. A more wholesome state of affairs might be established if the judges would refuse to pronounce any decision where the evidence is incomplete, or any of the requirements of the general orders of the court uncomplied with; and if the judges would, without any idea of "making a figure in the returns to Parliament," hear every case before deciding it, and thoroughly sift the evidence produced, as was done in the case alluded to, we should have fewer complaints that the registrars are required to exercise *quasi*-judicial functions.

I am not insensible to the difficulties which surround this subject; and I see clearly enough the drawbacks of which the present system is full, but I do not know that any other has ever been suggested in which the remedy proposed did not involve greater objections than the evil to be remedied.

London, May 28. CHANCERY LANE.

[If our correspondent merely means to imply that it is the duty of the registrars to see that all the evidence represented to the judge as forthcoming was really and in due time filed in the cause, and that this often involves a more thorough investigation of the papers than they have received in court, we fully agree with him that it is so, and think it perfectly right that it should be so; but if he intends to defend the practice, occasionally indulged in by some of the registrars, of reviewing the Vice-Chancellors' decisions, and pronouncing that evidence to be insufficient which his Honour has declared sufficient, we entirely repudiate any such idea.—Ed. *S. J.*]

OATH OF SOLICITORS.

Sir,—Can you inform me whether a person who is neither a Quaker nor a Moravian, but who nevertheless objects on religious grounds to take an oath, may make a declaration of fidelity and allegiance in lieu of the oath prescribed for attorneys and solicitors on their admission.

If you cannot give me the desired information, you will perhaps give this letter space in your Journal, or reply to it therein. F. L. N. S.

BRISTOL COUNTY COURT RETURNS, 1863.

Sir,—As the subject of the abolition of imprisonment for debt is just now prominently before the public, and is (virtually) proposed to be abolished by the County Courts Amendment Act, now before Parliament, it may not be uninteresting to know practically how the system works. Lord Chelmsford in his speech on the second reading of the bill, stated that the proportion of actual imprisonment did not exceed one and a-half per cent. on the plaints entered in the whole kingdom, and the following local statistics of the Bristol County Court for last year shew that he was not far wrong:—

The total number of plaints entered were.....	12,326
Of which there were under forty shillings each more than three-quarters of the whole, or.....	9,304
Of the total plaints entered, there went to hearing about seven-twelfths, or.....	7,575
Executions against effects issued.....	2,089
Judgment summonses issued.....	3,088
But of these nearly 1,300 got settled, for there went to hearing only.....	1,809
Of these, again, nearly 1,000 got settled, for the warrants of commitment issued were only.....	847
And no sooner did the bailiff appear on the scene armed with his warrant, than more than three-quarters settled, leaving as the total number actually imprisoned but	230

Or about *two* per cent. on the plaints entered.

I believe many other of the large county courts of the country could furnish equally striking returns, and yet it is this *proved* fear of imprisonment, albeit for a short period only (for our local judge will hardly ever commit for longer than seven days) which proves so effective in obtaining settlements in a large majority of cases. Owing, too, to the further restrictions imposed at the commencement of this year on the issue of judgment summonses, I doubt not but that the returns for the current year will show a smaller percentage of incarcerations than last year. JOHN MILLER.

Bristol, June 14.

APPOINTMENTS.

RICHARD JAMES LANE, Esq., Q.C., to be one of the Special Commissioners for Irish Fisheries, in the room of William O'Connor Morris, Esq., resigned.

SIR ROBERT ANSTRUTHER, Bart., to be Lieutenant and Sheriff-Principal of the shire of Fife, *vice* James Hay Erskine Wemyss, Esq., deceased.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

Tuesday, June 9.

COURT OF JUSTICIARY (SCOTLAND) BILL.

The LORD CHANCELLOR moved the second reading of this bill, the object of which was to empower her Majesty in council to make alterations in the circuits of the judges as in England. The bill was necessary in consequence of an Act of George II., which established "for ever" the assizes as they now stood. There was a proviso in the bill that no assize should be taken away from a town where it was now held.

After a few words from Lord BROUGHAM,

The bill was read a second time.

Monday, June 13.

WEST RIDING ASSIZES.

Lord WHARNCLIFFE called attention to the late decision of the Privy Council for the removal of the West Riding Assizes from York to Leeds. He moved that an humble address be presented to her Majesty, praying that the late decision of the Privy Council, ordering the removal of the West Riding Assizes from York to Leeds, instead of to Wakefield, be reconsidered.

Considerable discussion ensued, in which Lord Houghton, Earl Granville, Lord Wensleydale, Lord Brougham, Lord Feversham, Earl de Grey, and the Earl of Derby took part.

The LORD CHANCELLOR said that the course which the noble lord asked the House to take was scarcely fair towards the people of Leeds, who, on the faith of what had already been done by the Government, had laid out a considerable sum of money, and made preparations for the holding of the assizes in their town.

Their lordships divided.

Contents (for Wakefield)	80
Non-contents (for Leeds)	54
Majority against the Government	26

Tuesday, June 14.

THE COURT OF JUSTICIARY (SCOTLAND) BILL was read a third time, and passed.

HOUSE OF COMMONS.

Wednesday, June 15.

COSTS SECURITY BILL.

Mr. BUTT moved the second reading of this bill, the object of which, he said, was to remove a grievance arising out of the existing state of the law. At present, if a person resident in England sued in an Irish court, or if a person resident in Ireland sued in an English court, he was obliged, before he could proceed with his action, to give security for costs. To remedy this, the bill proposed that when an Englishman sued in Ireland, or an Irishman sued in England, he should be empowered to give, in lieu of security for costs, a personal undertaking enforceable in any court of the United Kingdom. The bill contained no provision for the case of Scotch courts, because he found so much difficulty in understanding the procedure and terms of the Scotch courts, that he was unable to frame a clause for the purpose; but if the House assented to the bill, a clause might yet be introduced into it relating to Scotland.

Mr. WHITESIDE thought that the existing rule as to security for costs was reasonable and fair, and calculated to prevent injustice being done under the form of law. He moved that the bill be read a second time that day three months.

Mr. VANCE concurred in the objections just urged against the bill.

The SOLICITOR-GENERAL said that it appeared to him that the bill would effect an improvement of the law.

Sir C. O'LOGHLEN concurred in this opinion, and thought, moreover, that some power should be given to prevent the institution of frivolous and vexatious actions.

Mr. BUTT shortly replied.

After a few words from Mr. DUNLOP, who agreed in the principle of the bill, which, he thought, might with advantage be extended to Scotland,

The House divided, and there appeared,

For the second reading	99
Against it.....	64
Majority	35

The bill was accordingly read a second time.

Thursday, June 16.

THE MORTGAGE DEBENTURE BILL

Was read a third time and passed.

Pending Measures of Legislation.

ATTORNEYS AND SOLICITORS REMUNERATION BILL.

Preamble.—Whereas the law which now regulates the remuneration of solicitors and attorneys-at-law by their clients is inexpedient and unjust, and it is desirable to amend the same, and also to amend the law as it is now administered in the several other particulars which are hereinafter mentioned: Be it enacted, &c.

PART I.

As to the Remuneration of Attorneys and Solicitors.

1. It shall be lawful for every attorney and solicitor to enter into any contract with his client as to the manner, rate, or scale of remuneration for his professional duties or services, either past or future, and to stipulate that such remuneration shall be either a gross sum, or a sum to be ascertained upon principles, or by a standard different from the rules which now govern the taxation of bills of costs as between attorney and client, and either more or less than the costs that would be allowed on taxation; and such contract and stipulations shall be valid and binding, and shall not be affected by the provisions of the statute passed in the sixth and seventh years of the reign of her present Majesty, chapter seventy-three; provided that every such contract or agreement be reduced into writing, and signed by such attorney and client respectively, and duly attested by two or more credible witnesses.

2. If a solicitor be appointed a trustee by any deed or will made after 1st January, 1865, either solely or jointly with any other trustee or trustees, and he shall accept the trust, it shall be lawful for him, with the consent of his co-trustee or co-trustees, if any, to act as a solicitor or attorney in all matters pertaining to the trust in which it may be necessary or proper that a solicitor or attorney should be employed or act, and he shall be entitled to his professional costs and charges, in the same manner and subject to the like taxation as he would have been entitled if he had been employed by the trustees without being himself a trustee; provided that this enactment shall not apply to any case where a certain remuneration is expressly provided under the trust for the professional services of such solicitor.

3. It shall be lawful for every attorney or solicitor to take a security for future costs or advances to be incurred or made in any action, suit, or other proceedings, either pending or about to be instituted, or in any other business or transaction.

PART II.

General Provisions.

4. No *bonâ fide* purchase of or dealing with any reversionary, future, or executory interest, in real or personal estate, shall be set aside in equity solely on the ground that the consideration given was not the full or fair value of the interest sold or dealt with: Provided always, that this enactment shall not affect any suit commenced before the passing of this Act, nor any case of actual fraud, or any suit for specific performance.

5. Choses in action may be by deed assigned at law, and the assignee may bring in his own name all such actions, &c., as his assignor might have brought; but this enactment shall not affect any rule of equity as to priority by reason of notice.

6. Where by any will or codicil made on or after 1st January, 1865, any personal estate shall be given to two or more persons (beneficially, and not as trustees), in such a manner as that, according to the present law, they would take the same as joint tenants, they shall be entitled thereto as tenants in common in equal shares, unless an intention to create a joint tenancy is otherwise expressly declared. A will made before 1st January, 1865, but re-published by a codicil made after such day, shall not be affected by this enactment.

7. Where a suit shall, after the passing of this Act, have been commenced on behalf of a *feme covert* married before 1st January 1865, to enforce her equity to a settlement, and the circumstances are such as that a court of equity would decree a settlement, the right to such settlement shall not be lost by the death of such *feme covert*, but the children shall have the same benefit as if a settlement had been made by the Court during the life of the *feme covert*.

8. Equity to a settlement abolished as to women married on or after 1st January, 1865.

9. Separate acknowledgement under Fines and Recoveries Act, by *feme covert* trustee, abolished.

PART III.

As to the Administration of Assets.

10. Executor's right of preferential retainer of his own debt abolished.

11. A judgment collusively obtained against an executor shall not confer any preference in the administration of assets.

12. No creditor by specialty, or for any rent, shall, as such, have any preference over simple contract creditors in administration of real estate.

13. No creditor by specialty in which the heirs are bound shall, by reason only of such specialty, have any preference over other specialty creditors or simple contract creditors in administration of real estate.

14. In the administration against the estate of any deceased ecclesiastic, claims for dilapidations shall rank *pari passu* with simple contract debts.

15. The executors of every person dying on or after 1st January, 1865, shall have full power, notwithstanding anything in the will contained, to sell or mortgage, with or without a power of sale, the real estate of the deceased, or any part thereof, for the payment of debts, in the same manner as if such real estate had been personalty; but the legal estate shall not vest by virtue hereof in such executors: Provided that a declaration in writing, under the hand of the acting executors, shall be sufficient to exonerate any real estate from this power, but not so as to prejudice any purchaser or mortgagee, without notice of such assent: Provided always, that this power shall not be exercised without the sanction of a judge of the Court of Chancery at chambers; and such judge shall take an account of the personal estate and debts of the deceased.

16. General saving of the rights of the Crown, and the priority of judgments, mortgages, &c.

PART IV.

Power to make the Court of Chancery a Trustee instead of Private Persons.

17. Any person may, on or after 1st January, 1865, by any irrevocable deed, delivered in the presence of two witnesses, or by any will, declare the trusts of any personal property, and also that such trust or trusts shall be administered by the High Court of Chancery, and the maker of such deed, or his personal representative, may deposit such deed, or the probate of such will, in court, and file an affidavit, stating particularly the nature and amount of all property subject to the trust, and pay themoney, &c., into court, in the matter of the trusts of such deed or will; and all such moneys, &c., shall be held by the Accountant-General in trust to attend the orders of the said Court.

18. Court of Chancery to make orders on petition or summons, without bill, for the application of any such trust fund and administration of such trusts.

19. The Lord Chancellor, with the assistance of the Master of the Rolls or of one of the Vice-Chancellors, may make general orders for better carrying the provisions of this Act into effect.

20. Interpretation o :the "Lord Chancellor."

PROVINCES.

LIVERPOOL.—The following is a summary of the report of the committee of the Liverpool Law Society on the County Courts Acts Amendment Bill, 1864, reported in our last.

The main features of this bill are four in number:—

1st. A limitation of actions to recover any money demand not exceeding £20 to one year.*

* Since altered to three years.

2nd. The abolition of the power of imprisonment of the county courts on judgments under £20.

3rd. Provisions for making judgment debtors bankrupt.

4th. Provisions for conferring on the county courts a limited equitable jurisdiction similar to that of the Court of Chancery.

Proposals 1 and 2 are of a social rather than a legal character, as they clearly originate in a desire to increase the difficulty of the recovery of small debts.

Prior to the present reign there were two remedies for the recovery of debts of all amounts—namely, execution against the debtor's goods, and execution against his person. This state of things was justly considered an intolerable evil, leading to the often life-long confinement of the poor but not dishonest debtors, and at the same time enabling the fraudulent debtor to enjoy his property in prison, whilst leaving his creditors unpaid.

The Act for the abolition of arrest on mesne process, &c., made the debtor's property, whether present or future, available to his creditors, whilst it set free his person; but as to poor debtors for sums under £20, by abolishing imprisonment it practically left the creditor, in very many cases, without redress.

This led to the institution of the county courts, whereby small tradesmen who dealt with the labouring classes were enabled to recover their debts without greatly increasing the amount by costs, and to enforce payment by process against the debtor's person, to be applied in the discretion of the judge against a debtor who was able but not willing to pay.

This last step it is now proposed to retrace.

The reasons assigned for this course are—first, that the facility of recovering small debts has given rise to a new class of tradesmen, who, by going about to the houses of the working class, in the absence of the men at their work, induce their wives to incur debts for articles of clothing and other things which they do not require, and which their husbands find difficulty in paying for; and secondly, that the number of persons who have been imprisoned by the county courts shows that the new system has been attended by an evil too great to be longer endured.

The first of these reasons seems an evil of too limited an extent to justify the removal of the whole policy of the County Courts Acts. Another evil of making small debts practically irrecoverable is, that it will tend to deprive the labouring class of that credit which alone enables them to subsist through hard times.

The second ground relied upon in support of these provisions, arises from the fact that as many as 8989 persons are sent to prison in one year *for not satisfying the judgment and costs, having sufficient ability to do so.* It may be a matter much to be regretted that so many fraudulent debtors should be found in the lower classes; but to be indebted, and able but not willing to satisfy the debt, is scarcely a ground for asking the protection of the Legislature, *unless there is something of a fraudulent or unjust character in the conduct of the creditor.*

In order to judge of the importance of the power of commitment, some other figures must be looked at. The summary of the return is as follows:—

The average number of plaints		822,172
Ditto	judgments summonses issued	121,002
Ditto	ditto heard	61,973
Ditto	warrants issued	27,309
Ditto	persons actually taken to prison ...	8,989

This shows that not more than one-seventh of the defendants required further process; of those who required to be coerced nearly half paid at once, before the hearing of the summons; of the summonses heard, less than half went to commitment; of the warrants issued, less than a third were actually executed; so that the mere threat of process of imprisonment produced the money in at least twelve cases out of thirteen. The thirteenth case, in which commitment takes place, is, moreover, a case in which a judge of the admittedly high character and standing of our present county court judges has been satisfied that the means to pay existed and the will only was wanting; yet on account of that thirteenth case it is proposed practically to forfeit the debts in the other twelve. The Lord Chancellor has taken the opinion of seventy* county court judges on this point of commitment, and two only of that number advise the abolition of the power, whilst the great majority substantially confirm the foregoing remarks.

With regard to the limitation of actions, there is no just ground for creating such a distinction between debts above and those under £20. If it can be shown to be in the public interest that the Statute of Limitations should be shortened, by all means let it be done; but let there not be one code for large debtors and one for small.

Moreover, the enactment in question embraces in its operation many other classes of transactions than those to which labouring men are parties; transactions of a totally different character, but which cannot be conveniently distinguished from them in legislation.

The "county" ought to be introduced before "court" in the first line of section 5.

Part II. of the bill is desirable, if the power of commitment on a judgment summons is to be abrogated. But the expense of a bankruptcy of a labouring man, however cheaply worked, and the want of premium to the petitioning creditor for his diligence, will limit the usefulness of the provisions within a very narrow sphere. And these provisions seem, so far as they are effectual at all, inconsistent with the object of checking the credit system among the working classes.

Part III. of the bill introduces a very important change in the administration of justice. Hitherto the county courts have been considered as inferior tribunals, intended only to deal with small demands and simple questions of law. Here it is proposed to throw upon their judges and registrars the important and complex questions involved in suits in equity, with certain limitations of amount. First, the county court judges, who are almost exclusively common lawyers, are not satisfactory as judges in equity. And, secondly, the courts have not got the requisite subordinate staff to work the machinery of a court of equity. Moreover, it is not desirable to open the door for the institution of small suits in equity.

These enactments, if adopted, will require some modifications; for instance, the county court, if it have equitable jurisdiction at all should have the power of injunction, which may be essential to the efficiency of the suit, and power to investigate questions affecting the sanity or insanity of a testator.

Either party to the suit should have the power of setting the superior courts in motion.

Section 26 requires amendment, as the power given by clause 5 to bring suits for foreclosures or redemption and suits for specific performance in the court of the district where the plaintiff resides, might be very oppressive. Provisions giving the jurisdiction to the court where the cause of action arose, or the property to be dealt with is situate, are preferable.

Section 32, which gives a power of appeal, should also be amended: the taking away of the right to appeal on the ground that the proceedings should have been taken in some other court, tends to destroy the utility of the provision limiting the jurisdiction.

Section 34, by refusing to a plaintiff suing in the superior courts any right to costs, practically abrogates entirely the present concurrent jurisdiction of the superior courts in actions under £20. This provision shows a want of experience of the practical facilities afforded by the process of the superior courts for the recovery of debts. The evil of superseding the jurisdiction of the superior courts is not so much felt in Liverpool, where the Court of Passage affords the same advantages as the superior courts at a cheaper rate; but even there it will be felt as an evil. It will put all wholesale tradesmen and others supplying retail dealers at a distance to considerable expense and difficulty in cases which, if brought in a superior court, would not have been defended at all, and in which judgment would therefore have been obtained at a far less cost of time and money than by the process of the county court. If the object of legislation on this subect be to facilitate the recovery of just debts, this enactment cannot be sustained.

To section 38, which enables certain defendants to require the plaintiff to give security for costs, we are happy to be able to give our hearty approval. It will put a stop to a considerable number of speculative actions brought with a view to compel the defendant the compromise.

We are also glad to be able to approve of section 17, extending the provisions of the Tippling Act to ale and beer. Cider should also be named.

The bill does not, in our opinion, affect the interests of the profession more than those of any other class of the community. We have considered it merely on public grounds: and should the bill be passed in its entirety, we are of opinion that a very short experience of its working will justify the opinions here expressed as to its merits, and lead to the speedy repeal of the greater part of its provisions.

* Should, we believe, be sixty.

SOLICITORS' BENEVOLENT ASSOCIATION.—In our report last week of the annual public dinner of this association, the chairman's name should have been printed "*Thomas*" Harrison, Esq.

IRELAND.

COURT OF COMMON PLEAS.

June 13.—*Stubber* v. *Stubber*.—Mr. *Buchanan* (with Mr. Serjeant *Armstrong*) moved in this case, on the part of Mr. Nicholas Stubber, one of the plaintiffs, to vary a rule appointing Mr. Thomas Cooke as solicitor for the plaintiffs in the room of Mr. Richard Wilkinson, by making him only solicitor for two of the three plaintiffs, under peculiar circumstances. Mr. Nicholas Stubber had commenced the present suit to try the right of the plaintiffs, as devisees under the will of the late Rev. Sewell Stubber, deceased; he had contributed all the funds to carry on the proceedings, and had used the name of Mrs. Winter, his sister, and the other plaintiff, with their full permission. Mrs. Winter now opposed the removal of Mr. Wilkinson, as solicitor, until certain costs, to which he had been made personally liable by the Court, were paid.

Mrs. Winter opposed the application in person, and read an affidavit she had made, stating that Mr. Wilkinson had been removed without her permission; that she has executed a bond for £1,000 towards the costs of the proceedings; and that she believed that money had been raised on that bond to carry them on. She then stated that she had been sixteen years asserting her rights, when her life was endangered, and when the other parties were afraid to do so; and that she would not consent that "Cooke should make a hotch-potch of her case, which he knew nothing about." She also observed that during her extensive practice she never heard so absurd a motion; that Mr. Wilkinson, who knew all about the case, was treated very badly in being removed, and left personally liable for costs, which he could not afford to pay, and for the payment of which there was an execution issued against him.

Mr. Serjeant *Armstrong*, in reply, mentioned that no money had ever been raised on the bond referred to, and also stated that Mr. Wilkinson had acted in a manner not approved of by Mr. Nicholas Stubber.

After some discussion, the Court declined to make any rule on the motion.

THE INNER BAR.

Mr. James Charles Coffey and Mr. Hewitt Poole Jellett were on the last day of this term sworn in as her Majesty's Counsel. Both gentlemen belong to the Munster circuit.

ADMISSION OF ATTORNEYS.

Trinity Term, 1864.

Messrs. Thomas Craig, Thomas C. Clarke, Henry Burton, Joseph Howard, Danel O'Rorke, Dermot O'Donohue, Patrick Linane, William Barry, James Healy, Valentine John Blake, Patrick MacNiffe, William Fortune, and George Farmer.

COLONIAL TRIBUNALS & JURISPRUDENCE.

NEW ZEALAND.

The following discussion on a point of forensic etiquette occurred in the Supreme Court, Lyttleton, on the 22nd ult., Mr. Justice Gresson being one of the speakers. Mr. Garrick, a solicitor, who appeared in the wig, bands, and gown of a barrister, having risen to address the Court, his Honour said, "I have stated it both publicly and privately that I will not hear solicitors when they assume the costume of barristers. I thought I stated to you privately that I had stated it publicly. I won't hear you, and therefore you need not prolong the discussion. Mr. Garrick.—May I ask you in what costume I should appear? His Honour.—In the costume in which other solicitors appear. The costume of an English barrister is that worn in Westminster Hall, but that costume cannot be allowed to be worn by solicitors in New Zealand. A long conversation followed in this strain which ended by Mr. Garrick taking off his wig, and laying it upon the table before him, amid the suppressed laughter of those in court. Whereupon he said, "I understand this is what your Honour objects to. I now appear for the plaintiff."

In reference to the above paragraph, a cotemporary adds the following:—It seems strange that both Mr. Justice Gresson and Mr. Garrick should be ignorant of the proper costume of an attorney; he is an officer of the Court, and his official dress is the same as that of the usher in attendance—namely, a plain bombazeen gown without sleeves; being in fact the same kind of gown as is worn by sizars at Cambridge."

FOREIGN TRIBUNALS & JURISPRUDENCE.

FRANCE.

The Count de La Pommerais, whose extraordinary case has excited so much attention both here and on the Continent, was executed on Thursday, June 9th, at six o'clock.

SOCIETIES AND INSTITUTIONS.

METROPOLITAN AND PROVINCIAL LAW ASSOCIATION.

The following petition has been prepared for presentation by this association.

To the honourable the Commons of the United Kingdom of Great Britain and Ireland in Parliament assembled,—

The humble petition of the Metropolitan and Provincial Law Association

Sheweth—

That your petitioners are an association consisting of nearly eight hundred practising attorneys and solicitors in England and Wales, of whom nearly six hundred carry on business in the provinces, and that their objects are to promote the better and more economical administration of the law, and to maintain the rights and increase the usefulness of their profession.

That they have considered the important alteration of the law of debtor and creditor proposed by a bill now before your honourable House, intituled "A Bill to Amend the Law relating to future Judgments, Statutes, and Recognizances," and are glad to find that it is no longer proposed (as in a bill brought in in 1862) to overrule the decision not to affect the charge on land of judgments already entered up, come to by your honourable House when Lord St. Leonards' bill of 1860, now the "Act to further Amend the Law of Property," was under consideration; but that the present bill proposes to leave unaffected by its provisions all judgments, statutes, and recognizances entered up previous to its enactment.

That your petitioners would still more warmly welcome the present bill did it propose to limit as against purchasers and mortgagees the charge on land of future Crown debts, as it does that of future judgments, statutes, and recognizances; for they would rejoice to see such a reform effected as, in the course of time, as the old incumbrances died out, would place land in the same position as purely personal estate in respect of judgments, statutes, recognizances, and Crown debts; as such alteration would considerably diminish their professional responsibility in all large dealings with land, and very materially lessen the percentage of costs in the small transactions, where the expense of the present searches for judgments, statutes, recognizances, and Crown debts is so much felt.

Your petitioners, therefore, humbly pray that your honourable House will be pleased to amend the said bill by extending its operation to future Crown debts, and that, being so amended, it may pass your honourable House and become law.

And your petitioners will ever pray, &c.

(Signed) Stephen Williams, Deputy-Chairman.
(Signed) Philip Rickman, Secretary.

LAW STUDENTS' JOURNAL.

III. Equity and Practice of the Courts.

41. How can a court of equity interfere with respect to a will obtained by fraud?

42. In what cases will a court of equity set aside a sale for inadequacy of price?

43. What are the requisites necessary to render a condition in restraint of trade valid?

44. In what cases will the Court allow interest on a legacy, payable at a future time, when interest is not given by the will?

45. If two persons advance a sum of money by way of mortgage, and take a mortgage to themselves as joint-tenants, and one of them dies, what are the rights of the survivor as to the mortgage debt and the securities?

46. Is there any, and if any, what, difference between the rule of law and the rule of equity, with respect to a debt due from an executor to a testator, whose will appoints him executor?

47. When will a court of equity grant relief in the case of a defective execution of a power?

48. When will a court of equity grant relief in the case of the non-execution of a power?

49. What time has a defendant (1) to demur to a bill, and (2) to answer, plead, or demur, not demurring alone?

50. What notice must be given by a plaintiff to a defendant, (1) for a motion for a decree, and after notice, in what time (2) must the defendant file his affidavits in answer?

51. What time must elapse between the service of a notice of motion, and the day named in the notice for hearing the motion?

52. Upon whom ought a petition or summons for a stop order to be served?

53. In what case may a person interested under a will, apply for an administration (real estate) summons?

54. What persons are entitled to apply for an administration (personal estate) summons?

55. Within what time may* a decree be enrolled without special leave of the Court? ——

CANDIDATES WHO PASSED THE EXAMINATION.

Trinity Term, 1864.

Name of Candidate.	To whom articled, assigned, &c.
Adams, Francis	George Charles Richards.
Allen, Charles John	Edmund George Lawrence.
Allen, Charles Royle	Edward Allen.
Anderton, John Edward	William Wilkinson.
Andrew, Edwin	Robert Ascroft.
Arundell, Cecil	Alfred Bell.
Atkinson, George, B.A.	Wm. Strickland Cookson.
Atter, James Edward	James Atter; P. George Skipworth; J. Wells Taylor.
Bale, Frederick	John Rowson Lingard.
Barrett, James Bowen	Richard Nicholas Howard.
Bell, Adolphus Wm. George	Joseph Raw.
Biggenden, John Pattenden	J. Biggenden; T. E. Tomlins.
Bielloch, David	N. Mason; Robert D. Baxter.
Bloxham, John Charles	John Richard Bloxham.
Bowman, John, M.A.	Edward James Barker.
Bradford, Milton	Joseph Burton.
Buchanan, George	James Walker; J. Buchanan.
Bull, Edward	Fk. Blake.
Burley, Wm. Robinson	George Henry Knapp Fisher.
Burton, Fk. Marshall	Samuel Pearman Smith.
Busby, George Wilson	George Wilson.
Capel, Henry Nelson, B.A.	George Becke.
Chaddock, Thomas	Christopher Moorhouse.
Christian, Henry Sanders	Wm. Cropper; Hy. Christian.
Clements, George Menzies	Thos. Mortimer Cleoburey.
Cook, James, jun.	John H. B. Carslake.
Cudlipp, Ralph Brooking	Christopher V. Bridgman.
Davenport, Robert	Thomas Smith James.
Davies, John	Price Morris.
Deacon, William Cope	Robert Edward Pownall.
Eagar, William	Edward Kemp.
Edmonds, Robert	Walter Hughes.
Ellis, Edmund Henry	George Henry Ellis.
Fairburn, Robert	Charles Gould.
Fell, William	T. M. How; W. H. Brabant.
Fluker, Robert	Robt. Home; James Fluker.
Fowke, Robert	William Games.
Fowler, Charles Walter	Robert George Abraham.
Fox, Richard Reynolds	Henry Bush.
Free, Richard	John Matthias Green.
Frost, William Buckle	Peter E. Hansell; Andrew A. Collyer; Bristow.
Fry, Peter William	F. Charsley; W. W. Aldridge.
Galloway, Henry	Benjamin Kay Tidswell.
Gedge, Harry John	Horatio Gregory.
Gibbs, Griffith	Admitted an attorney in 1835.
Gibson, Edward Doyle	William Gibson.
Goodman, Frederick	Richard Alfred Goodman.
Gordon, Frederick	Henry Minett.
Gouldsmith, Samuel Salter	John Nicholas Bennett.
Grover, Walter	Charles E. Grover.
Harding, G. Notley Murray	Joseph Ruscombe Poole.
Harris, Stanley William	John Harris; Alfred Carr.
Harris, William	John James Simpson.
Harris, William Bartlett	J. Stogdon; E. J. H. W. Clarke.
Harrop, Frederick Lee	Charles Leach Coward.
Harrowell, James	Jacob Michael.
Harvie, Edgar Christmas	H. A. Harvie; James Rooker; James S. Kingdon.
Heane, Richard Nock	Henry Heane.
Henderson, Robert Andrew	Edwin Eddison.
Hitchins, William	George Wilcocks Billing.
Hogan, George Henry	William Burgon.
Holden, Charles Henry	Holden & Andrews.
Holden, Frederick	Isaac Oliver Jones.
Hooper, William Henry	John Harwood.
Hussey, James	Daniel James Lee.
Hussey, William Brodie	George William Hussey.
Jones, Edward	Henry Davies.
Lea, Henry William Hope	Thomas Beard.
Letts, Edward	John Letts, jun.
Lomax, John	Henry Wheeler.
Lovegrove, William	R. Geo. Augustus Hilleary.
Lovell, Thomas	Green & Smith.
Lumley, Benjamin	Admitted an attorney in 1832.
Lyne, Charles	Thos. Newman Farquhar.
Macdonald, Douglas John Kinneir, B.A.	Fitzherbert Macdonald.
Male, Nicholas	Richard Kingdon Frost.
Marsden, John Edward	John Marsden.
Marshall, John Mitchell	Thomas Martineau.
Masefield, George Edward	George Masefield.
Masters, Francis Hamilton	Henry Hime; Wm. Francis.
May, Augustus Wakeford	James Bowen May.
Merriman, Edward B., M.A.	Samuel Benjamin Merriman.
Miller, Francis	H. C. Chilton; D. T. Miller.
Morgan, Frederick	John Callaway.
Mytton, Thomas	Edward Wright.
Ogle, Horace Montague	George Ogle.
Page, Richard	John Fortescue.
Pain, Arthur George	George Henning Pain.
Parkin, Paxton William	Henry Tremenheere Johns.
Payne, Thomas William	John Wilkinson.
Philpott, Harry John Vernon	William Davies.
Philpott, John Amherst	John Callaway.
Phipps, Edmund	Hugh Almond.
Polding, Oswald	Samuel Woodcock, Joseph Woodcock.
Price, Samuel	George Barnard Townsend.
Rawle, Thomas, jun.	William Frank Blandy.
Ray, John Tanner	James Green.
Read, Edward	Edward Bond.
Richardson, Robert Taylor	Thompson Richardson.
Robinson, William Howard	William Hine Haycock.
Rogers, George Andrew	Henry Hodgetts Deacon.
Roper, Richard Henry Trevor	George Edward T. Roper; George Boydell, Tufnell Southgate.
Rowlands, Richard	John D. Pugh; Robert B. Griffith.
Russell, William Campbell	Edward C. Whitehurst; Robert John P. Broughton.
Saxton, Charles	Charles Pitt Bartley.
Sedgwick, Isaac	Edward Sidebottom.
Seppings, William	Hugh Robert Evans.
Sewell, Robert	Robert Sewell.
Shea, Charles Edward	William Shaw.
Shearman, James Edward, jun., B.A.	James Edward Shearman.
Smallpeice, Frederic Ferdinand	Mark Smallpiece.
Smith, Charles	Richard Stevens.
Smith, Edward James	George Payne; George Edward Mumford.
Speakman, John Vaughan	John Speakman; Edward D. Broughton.
Staniland, Robert William	Meaburn Staniland.
Starkey, Theophilus William	Stephen Garrard.
Steele, Adam Rivers, jun.	Adam Rivers Steele.
Stewart, William Henry	William Stewart.
Stiff, John Thomas Carleton	Courtenay Connell Prance.
Stokes, David John	Solomon Bray; G. Goldney.
Sutcliffe, Joseph	George Richardson.
Swift, Hugh Willoughby	Thos. E. Swift; John Bolton; Arthur Ingram Robinson.
Tandy, Frederick	A. Ryland; Thos. B. Howard.
Tate, Alfred	Edward S. Donner.
Taylor, Frank	John Jackson Rhodes.
Thomas, George G. Treherne, B.A.	Wm. Roper Maynard.
Thomas, Ralph	Samuel Nicholas Cooper.
Thompson, William Caton	B. S. Clay; Hy. Marshall.
Toller, William Henry	John H. Toller; H. S. Law.

* This must be the word intended, though the word in the printed list of questions is "must."

Tomlinson, George Withnall. .	William Tomlinson.
Tucker, Walter Burton	Charles L. O. Bartlett.
Venn, Francis George	Francis Venn.
Vergette, Edward	Andrew Percival.
Wade-Gery, Chas. R., B.A....	Thos. Townend Dibb.
Walkden, Thomas	Thos Gregory Morley.
Ward, Richard John.....	John Thomas Tweed.
Whitlock, Henry	John Moss; Wm. Rowcliffe.
Wildash, Frederick Charles...	Ayerst Hooker.
Wilding, Thomas	John Sloman West Herring.
Willders, John Warin	Richard Caparn.
Willett, Lewis Wilmer	James F. Symonds.
Williams, John Thomas	Richard David Williams.
Williams, Richard Smith	Francis Marriott.
Williamson, Edward.....	Joseph Wainwright.
Wise, Francis Dickson	Samuel Wise.
Wontner, Blanchard Allen ...	T. Wontner; J. Bowen May.
Wood, Edmund Smith	Geo. Edmunds Williams.
Woodhams, Daniel Thomas ...	James Joseph Blake.

We have received the list of gentlemen who have passed the final examination this Term with distinction. We regret that we are compelled, from want of room, to defer its publication till next week.

COURT PAPERS.

Common Pleas.

This court will, on Saturday the 18th, Wednesday the 22nd, Thursday the 23rd, Friday the 24th, and Saturday the 25th days of June inst. hold sittings and will proceed in disposing of the cases standing in the new trial paper and in the special paper of this court. And the court will also hold a sitting on Monday the 4th of July next to give judgment in the cases that will then be standing over for the consideration of the court.

Circuits of the Judges.

HOME.

MARTIN, B., and WILLES, J.

July 11—Hertford
14—Chelmsford
20—Lewes
25—Maidstone
Aug. 1—Guildford

MIDLAND.

BLACKBURN, J., and KEATING, J.

July 9—Warwick
16—Derby
21—Nottingham and Town
26—Lincoln and City
30—York
Aug. 6—Leeds

NORFOLK.

BRAMWELL, B., and CHANNELL, B.

July 11—Oakham
11—Leicester and Borough
14—Northampton
18—Aylesbury
21—Bedford
25—Huntingdon
27—Cambridge
Aug. 1—Norwich and City
5—Ipswich

NORTHERN.

LORD CHIEF JUSTICE and PIGOTT, B.

July 7—Appleby
9—Durham
14—Newcastle and Town
19—Carlisle
22—Lancaster
26—Manchester
Aug. 4—Liverpool

OXFORD.

MELLOR, J., and SHEE, J.

July 7—Abingdon
9—Oxford
13—Worcester and City
18—Stafford
27—Shrewsbury
30—Hereford
Aug. 3—Monmouth
6—Gloucester and City

NORTH WALES.

ERLE, C.J.

July 19—Newtown
22—Dolgelly
25—Carnarvon
28—Beaumaris
Aug. 1—Ruthin
4—Mold
6—Chester and City

SOUTH WALES.

CROMPTON, J.

July 7—Cardigan
11—Haverfordwest and Town
15—Carmarthen
19—Cardiff
30—Brecon
Aug. 4—Presteign
6—Chester and City

WESTERN.

WILLIAMS, J., and BYLES, J.

July 9—Winchester
15—Salisbury
19—Dorchester
22—Exeter and City
29—Bodmin
Aug. 3—Wells
9—Bristol

(The LORD CHIEF BARON will remain in town.)

Last day for full notice of trial—ten days before commission-day at each town.

LAW AMENDMENT SOCIETY.—The annual meeting of this society will be held on Monday next, the 20th inst., at the society's rooms, when the report of the standing committee on the proceedings during the year will be presented. Lord Brougham will take the chair at eight o'clock.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

CROSSFIELD—On June 9, at 5, Gordon-villas, Victoria-park-road, the wife of A. Crossfield, Esq., Solicitor, of a daughter.

CRAWFORD—On June 6, at her father's house, Jesmond Dene-hall, Newcastle, the wife of William Crawford, Esq., Barrister-at-Law, of a son.

FISHER—On June 14, the wife of Mr. Henry Fisher, Solicitor, Newport, Salop, of a daughter.

GREENWOOD—On June 7, at Sunny Bank, Hampstead, the wife of Geo. Wright Greenwood, Esq., of Chancery-lane, Solicitor, of a son.

MOODIE—On June 11, at 19, Downshire-hill, Hampstead, N.W., the wife of Alfieck Moodie, Esq., of Lincoln's-inn, Barrister-at-Law, of a daughter.

SHARPE—On June 12, at 26, Queensborough-terrace, Kensington-gardens, the wife of Joseph Sharpe, Esq., LL.D., of the Inner Temple, of a son.

SOLOMON—On June 13, the wife of Mr. Saul Solomon, of 22, Finsbury-place, Solicitor, of a son.

MARRIAGES.

DANIEL—TROLLOPE—On June 15, at the parish church, Reigate, Rev. W. M. Daniel, eldest son of W. T. S. Daniel, Esq., Q.C., to Mary Ann Sybil, youngest daughter of the late George Trollope, Esq., of Christ's Hospital, London.

JOHNSTON—SMITH—On June 8, at St. Peter's, Belsize-park, R. Bruce Johnston, Esq., Writer to the Signet, Edinburgh, to Agnes Cockburn, elder daughter of the late James Nelson Smith, Esq., Merchant, London.

LASHMAR—WALKER—On June 11, at St. Stephen's, Shepherd's-bush, John T. Lashmar, only surviving son of R. Lashmar, of Grand Parade, Brighton, to Isabella Harriet, second daughter of James Walker, Esq., of H.M.'s Customs, St. John's, New Brunswick, and granddaughter of the late James Walker, Esq., Town Clerk of Forfar, Scotland.

MARRACK—ROUSE—On June 7, at St. Andrew's Church, Plymouth, Richard Marrack, Esq., Solicitor, Truro, to Ellen Sophia, youngest daughter of the late J. Rouse, Esq., Truro.

SHARPE—GRIMWADE—On June 9, at Tacket-street Chapel, Ipswich, Risdon D. Sharpe, Esq., Christchurch, Hants, Solicitor, to Fanny Maria, eldest daughter of Edward Grimwade, Esq., Norton House, Ipswich.

WIGMORE—NETTLESHIP—On June 9, at St. Stephen's Church, Paddington, William Wigmore, Esq., M.R.S.C.E., eldest son of the late Rev. T. Wigmore, to Ellen, only surviving child of the late George Nettleship, Esq., Solicitor, of Watford, Herts.

DEATHS.

ARCHIBALD—On May 14, at Tunbridge Wells, in the eighth year of her age, Constance Mary, youngest daughter of T. D. Archibald, Esq., of 9, Marlborough-road, St. John's-wood.

WALLINGER—On June 13, at Briton Ferry, Henry Arnold, fourth son of the late Mr. Serjeant Wallinger, aged 32.

AUSTEN—On Feb. 17, at Papakura, New Zealand, Edward Adolphus, third son; and, on the 27th April, in London, Adrian Frederick, fifth son of the late Francis Cobb Austen, Esq., of Doctors'-commons, and Plaistow, Essex.

BELL—On June 14, at the Lodge, Clatton Point, Rodhill, John Stanford Bell, late of Hill House, Peckham, aged 37.

CAPES—On June 3, at Peckham, Mary Anne, widow of the late Richard Capes, Esq., of Doctors'-commons.

COOTE—On June 15, at Shenstone-villa, Queen's-road, St. John's-wood, in her 74th year, Elizabeth, the widow of Richard Holmes Coote, late of Lincoln's-inn, Esq., deceased.

HENLEY—On June 16, at 22, Great George-street, Westminster, Georgiana, wife of the Right Hon. J. W. Henley, M.P.

JOHNSON—On June 12, at his residence, 4, Sermon-lane, Doctor's-commons, Daniel Johnson, Esq., aged 69.

MITCHELL—On June 14, at Hope-cottage, Rickmansworth, Herts, Alexander Mitchell, aged 44, only son of the late Alexander Mitchell, Esq., Solicitor, of The Grove, Camberwell.

NOKES—On June 11, at Woolwich, W. Nokes, Esq., Solicitor to the Woolwich Local Board for upwards of 43 years, and Second Clerk at the Greenwich and Woolwich Police Courts, in his 71st year.

PRINSEP—On June 8, at his residence, Chiswick, Charles Robert Prinsep, LL.D., late Advocate-General of Bengal, in his 75th year.

SCOTT—On June 10, at Delgany, Ireland, in her 71st year, the Hon. Louisa Scott, widow of James S. Scott, Esq., Q.C., and third daughter of the late Hon. and Most Rev. Charles Brodrick, Archbishop of Cashel.

SWABEY—On June 9, at Langley Marish, Bucks, Maurice Swabey, Esq., in his 80th year.

VANE TEMPEST—On June 11, at 33, Chester-square, Lord Adolphus Vane Tempest, M.P., aged 39.

WORDSWORTH—On April 17, at Hong-Kong, George, only son of C. F. F. Wordsworth, Esq., Q.C., of the Inner Temple, aged 27.

UNCLAIMED STOCK IN THE BANK OF ENGLAND.

The amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

THOMPSON, ANNE, Wilmot-place, Camden-town, Spinster, and GNOMON ALLEN, jun., Eaton Hall, Chester, Gentleman. £125, Reduced £3 per Cent. Annuities.—Claimed by said George Allen, jun., the survivor.

WILLOUGHBY, HON. ELIZABETH SUSAN, The Terrace, Piccadilly, Spinster, deceased. £1,213 6s. 9d., Consolidated £3 per Cent. Annuities.—Claimed by Hon. Alberic Drummond Willoughby, sole executor.

LONDON GAZETTES.

Professional Partnerships Dissolved.

FRIDAY, June 10, 1864.

Abbott, Geo, & Robt Benj Wheatly, Attorneys and Solicitors, Southampton-bldgs, Chancery-lane. May 3. By mutual consent.

Winding-up of Joint Stock Companies.

TUESDAY, June 7, 1864.

UNLIMITED IN CHANCERY.

Anglo-Californian Gold Mining Company.—Vice-Chancellor Kindersley has appointed Wednesday, June 29, to make a further call on the contributories of this company for three shillings per share.

LIMITED IN CHANCERY.

Blackburn Manufacturing Redemption and Co-operative Spinning Company (Limited).—The Master of the Rolls, order to wind-up, May 28. W. & H. P. Sharp, Gresham-house, Old Broad-street, and Rowley & Son, Manch.

Friendly Societies Dissolved.

TUESDAY, June 7, 1864.

Romney-terrace Chapel, Horseferry-rd—Westminster Methodist Burial. June 3.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

TUESDAY, June 7, 1864.

Alsop, Geo, Stainforth, York, Innkeeper. July 16. Collinson & Littlewood, Doncaster.
Biggar, John, Blackburn, Tea Dealer. Aug 12. Pickop, Blackburn.
Carruthers, Jas Artis, Brighton, Gent. July 1. Jeffery & Son, Northampton.
Clarke, Thos Cooper, Tattingstone Hall, Suffolk, Gent. July 12. Pollard.
Crabtree, Stephen, Stanley, Wakefield, Staithman. June 28. Burrell, Wakefield.
Eddison, Eliza, Mansfield, Nottingham, Widow. Sept 1. Payne & Co, Leeds.
Garland, Mary, Yeovil, Somerset, Spinster. Aug 1. Watts, Yeovil.
Gordon, The Most Noble Elizabeth Duchess Dowager of, Huntly Lodge, Aberdeen, N.B., Widow. Sept 3. F. & W. Broderip, New-sq.
Hever, Wm, New Haggerstone, Middx, Gent. Oct 1. Messrs. Gole, Lime-st.
Jones, Josiah, Worcester, Attorney. July 1. Cories, Worcester.
Lowe, Elias, Sheffield, Leather Merchant. June 30. Vickers, Sheffield.
Montagu, Montagu, Athenæum Club, Capt. R.N. July 15. Payne, Bath.
Sadd, Mary Ann, Maldon, Essex, Widow. Sept 29. Copland, Chelmsford.
Smedley, Francis Edwd, Grove Lodge, Regent's-park. Aug 1. Rogers & Jull, Jermyn-st.
Smith, Alex, Aston-juxta-Birmingham, Warwick, Civil Engineer. July 19. Tyndall & Co, Birm.
Thwaite, John, Rochdale, Comm Agent. Sept 10. Roberts, Worcester.
Whaley, Chas Patchett, Nerquis, nr Mold, Flint, Colliery Proprietor. Sept 1. Hostage & Tatlock, Chester.
White, Caroline, Cheetham, Lancaster, Spinster. July 15. Chapman & Roberts, Manch.
Wilson, Joseph, Hessle, York, Innkeeper. July 20. Atkinson, Hull.

FRIDAY, June 10, 1864.

Blount, Geo, Rempstone, Nottingham, Farmer. Aug 1. Giles, Loughborough.
Broughton, Dame Mary, Leamington, Widow. Aug 24. Broughton, Nantwich, and Hanbury, Clipston.
Chalk, Stephen, Dover, Gent. July 20. Claris, Dover.
Crilly, Daniel, Everton, Lpool, Gent. June 27. Teebay, Lpool.
Davis, Thos, Bexley-heath, Kent, Gent. Aug 1. Silvester, Gt Dover-st, Southwark.
Docker, Thos, Allesley, Warwick, Farmer. July 10. Minster & Son, Coventry.
Fermor, Hen Thos Hatton Geo. July 7. Currie & Williams, Lincoln's-inn-fields.
Galvan, Daniel, Half Moon-street, Piccadilly, Gent. July 23. Sills & Gordon, Old Broad-st.
Gill, Amelia, Brighton, Widow. July 10. Black & Freeman, Brighton.
Hollick, Eleanor, East Bergholt, Suffolk, Widow. July 16. Spence & Hawks, Hertford.
Lowe, John, Hyde-park-sq, Esq. July 23. Sills & Gordon, Old Broad-st.
Mawson, Margaret, Kendal, Westmoreland, Widow. July 1. Webster, Kendal.
Munday, Geo, Chobham, Innkeeper. July 30. Lovett, Guildford, and New-inn, Strand.
Newhouse, David, Birkby, Huddersfield, Gent. Aug 1. Battye, Huddersfield.
Rhodes, Saml, Riley, Kirkburton, Woollen Manufacturer. Aug 1. Laycock & Dyson, Huddersfield.
Richards, Wm, Redruth, Cornwall, Mine Agent. July 30. Downing, Redruth.
Smith, Wm, Higher Broughton, Salford, Gent. Sept 29. Slaney & Winstanley, Newcastle-under-Lyme.

Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, June 7, 1864.

Adam, Phœbe, Marylebone-rd, Widow. July 4. Morrison v Cox, M.R.
Bainbridge, John, & Thos Brown, Bread-st, Cheapside, Merchants. July 4. Makins v Harrison, V.C. Stuart.
Dalton, Wm, Leicester, Gent. July 5. Burgess v Irwin, M.R.
Dee, Mary Ann, Braintree, Essex, Widow. June 29. Joscelyne v Bruty, V.C. Wood.
Eaton, John, Jewin-cres, Silversmith. July 1. Taylor v Eaton, V.C. Stuart.
Le Franc, Jules Adolphe, Aldersgate-st, Boarding-house Keeper. June 29. Horrox v Fowler, M.R.
Lumley, Robt Wheatly, Charles-st, Berkeley-sq, Esq. June 20. Haworth v Nicholl, V.C. Wood.
Moore, Chas, Edgeworth, Surrey, Gent. July 1. Woodrow v Christian, M.R.
Risbee, Saml, Pavement, Clapham, Fancy Dealer. June 28. Hutton v Risbee, M.R.
Swan, Edwd, Porchester-ter, Bayswater, Esq. July 11. Landon v Tucker, V.C. Stuart.
Tredwell, Soiman, Khandullah, Bombay, Contractor for Public Works. Nov 2. Tredwell v Tredwell, V.C. Kindersley.
Turner, Edwd Robinson, Helmshore, Lancaster, Gent. July 5. McGowan v Irving, M.R.
Ventom, Chas Edwin, Richmond-rd, Hackney, Auctioneer. July 4. Hartley v Ventom, M.R.
Whitehead, Fredc Edwin, Chatham, Kent, Saddler. July 3. Cook v Whitehead, M.R.

FRIDAY, June 10, 1864.

Butler, Humphrey, Clifton, Gloucester, Capt. R.N. July 6. Butler v Butler, V.C. Stuart.
Dickman, David, Porchester-pl, Edgware-rd, Surgeon. July 6. Chase v Cozier, V.C. Stuart.
Cox, Wm, Enfield, Middx, Baker. June 29. Crundall v Cox, V.C. Wood.
Fawcett, Thos, Durham. July 9. Fawcett v Day, M.R.
Giddy, Joseph, Leeds, Hotel Keeper. July 9. Ascough v Giddy, M.R.
Hollow, Jas, Uny Lelant Hayle, Cornwall, Mine Agent. July 4. Hallett v Hollow, V.C. Kindersley.
Jell, Rebecca, Chatham, Spinster. July 7. Manser v Southern, M.R.
Jessop, Adam, Dewsbury, York, Gent. July 12. Knowles v Shepherd, V.C. Stuart.
Marriott, Edwd, Chesterfield, Yeoman. July 4. Wragg v Morley, V.C. Wood.
Parker, Isabella, Grosvenor-pl, Middx, Widow. July 5. Eyre v Parker, M.R.
Robson, Thos, Lpool, Gent. July 1. Gregory v Bickerstaff, V.C. Kindersley.
Tong, Thos, Earlsheaton, York, Gent. July 7. Tong v Rawsthorne, V.C. Wood.

Assignments for Benefit of Creditors.

TUESDAY, June 7, 1864.

Fitzmorris, Mary Ralph, Birkenhead, Grocer. May 10. Quinn, Liverpool.
Nichols, Hy Thos, Basingstoke, Southampton, Builder. May 9. Prickett & King, Basingstoke.
Tomlison, Jas Walker, Preston, Ironfounder. May 14. Charnley & Son, Preston.

FRIDAY, June 10, 1864.

Houghton, Jas, Salford, Ironfounder. Oct 30. Boote, Manch.
Marsden, Thos, Manch, Cabinet Maker. March 24. Boote, Manch.
Nelson, Jas Geo, Leeds, Commercial Traveller. Nov 30. Simpson.

Deeds registered pursuant to Bankruptcy Act, 1861.

TUESDAY, June 7, 1864.

James, John, & John Ashton, George's-pl, Holloway, Builders. May 9. Conv. Reg June 6.
Butterworth, Ann, & Hy Geo Butterworth, Sidmouth, Devon, Drapers. May 13. Conv. Reg June 6.
Cheetham, Thos, Astley, nr Manch, Provision Dealer. May 26. Comp. Reg June 6.
Cherry, Wm, Leeds, Smallware Dealer. May 11. Conv. Reg June 6.
Crofts, Alfred Boyle, Luton, Bedford, Straw Plait Dealer. May 24. Comp. Reg June 6.
Dorsey, Chas, Kingston-upon-Hull, Grocer. May 11. Comp. Reg June 6.
French, Stephen, Stanstead, Suffolk, Beer-house Keeper. May 11. Comp. Reg June 6.
Golding, Wm Hy, Ealing, Gent. May 21. Arr. Reg June 6.
Horne, Wm, Stoke Holy Cross, Norfolk, Grocer. May 21. Asst. Reg June 6.
Johnson, Joseph, Bray's-buildings, Islington, Grocer. May 23. Comp. Reg June 7.
Johnstone, Wm, Maidstone, Licensed Victualler. May 17. Comp. Reg June 4.
Lowsby, Hy, Lpool, Outfitter. May 26. Comp. Reg June 6.
McClay, Jas Jeffery, Lpool, Ironmonger. May 25. Conv. Reg June 4.
Morrison, Jas Easton, Turnmill-st, Clerkenwell, Iron Bedstead Maker. May 9. Asst. Reg June 3.
Peabody, Saml Thos, Haymarket, Leicester, Grocer. May 7. Conv. Reg June 3.
Prout, Mary, Manch, Spinster, Milliner. May 26. Comp. Reg June 3.
Rayner, Geo, Peterborough, Baker. May 14. Conv. Reg June 6.
Robinson, John Thos, Diss, Norfolk, Linendraper. May 7. Asst. Reg June 3.
Sanders, Wm, Okehampton, Devon, Farrier. May 10. Conv. Reg June 4.
Simpson, John Dauntecy, Peterborough, Brewer. May 7. Asst. Reg June 4.
Webber, Jas, & Chas Webber, Wellington, Somerset, Drapers. May 11. Conv. Reg June 4.

FRIDAY, June 10, 1864.

Ashton, Wm, Manch, Wadding Manufacturer. May 13. Conv. Reg June 9.
Atkinson, Alfred John, Sandy, Bedford, Farmer. May 12. Conv. Reg June 9.
Batchelor, Saml, Perry Barr, nr Birm, Plumber. May 23. Conv. Reg June 9.
Bowden, Hy, Hulme, Manch, Grocer. June 7. Conv. Reg June 8.
Burt, Matthew Hy, Marnhull, Dorset, Grocer. May 14. Reg June 8.
Cook, Saml, Compton, Stafford, Builder. May 12. Conv. Reg June 7.
Dover, Hy John, Builder. May 20. Comp. Reg June 10.
Evans, David, Bedford, Cordwainer. June 3. Conv. Reg June 9.
Fairchild, John, Braunton, Devon, Farmer. May 13. Conv. Reg June 3.
Fenton, John Hancock, Spalding, Lincoln, Grocer. May 12. Conv. Reg June 9.
Gledhill, Joseph, & Jas Gledhill, Halifax, Smallware Dealers. May 16. Conv. Reg June 9.
Goddard, Utber, Fletton, Huntingdon, Wine and Spirit Merchant. May 10. Asst. Reg June 7.
Goodenough, Wm, Bath, Yeoman. June 7. Conv. Reg June 9.
Grout, Katherine, Prebend-st, Camden-town, Widow, Cowkeeper. May 24. Comp. Reg June 8.
Hiley, Joseph, Todmorden, Lancaster, Cotton Manufacturer. May 24. Asst. Reg June 9.
Hindmarsh, Michael, Alnwick, Northumberland, Ironmonger. May 13. Asst. Reg June 8.
Hurrell, Wm, Hove, Sussex, Livery-stable Keeper. May 23. Asst. Reg June 7.
Jordan, Edwin, Farnworth, Lancaster, Manufacturing Chemist. May 14. Conv. Reg June 10.
Leigh, John Studdy, Leadenhall-st, Merchant. May 27. Comp. Reg June 9.
Mellquham, John, Gloucester, Surveyor. May 23. Conv. Reg June 10.
Mills, Wm, Fossgate, York, Grocer. May 12. Conv. Reg June 8.
Mitchell, Geo Jas, Exeter, Builder. May 17. Conv. Reg June 8.
Parkinson, John, Wakefield, Ironmonger. May 13. Conv. Reg June 8.
Riley, Wm, Hulme, Boot Dealer. May 17. Comp. Reg June 8.
Savage, Richd, New Lenton, Nottingham, Machine Builder. May 30. Conv. Reg June 9.
Smith, Geo Harris, Birm, Draper. May 21. Asst. Reg June 8.
Stiles, John, Bristol, Corn Factor. May 26. Comp. Reg June 10.
Warren, Peter, Boarsted-mill, nr Maidstone, Paper Maker. June 7. Comp. Reg June 8.

Watkins, Wm, James-st, Peckham, Builder. May 28. Asst. Reg June 8.
Weisser, Dominic, Plymouth, Watch Dealer. May 12. Comp. Reg June 9.
Whalley, Pickering, Bradford, Tailor. May 12. Conv. Reg June 8.
White, John, Richd White, Alfred White, & John White, jun, Eckington, Farmers. May 16. Conv. Reg June 8.
Williams, Wm, Dunnings-alley, Bishopsgate, Cabinet Maker. May 11. Comp. Reg June 8.

Bankrupts.

TUESDAY, June 7, 1864.

To Surrender in London.

Chismall, Arthur Hy, Twickenham, Railway Clerk. Pet June 4. June 21 at 1. Hill, Basinghall-st.
Clayton, John, Windmill-st, Lambeth, Dealer in Iron. Pet June 2. June 18 at 11. Hill, Basinghall-st.
Deane, Edwd Richd, Carey-st, Lincoln's-inn, Printer. Pet June 2. June 18 at 11. Schultz, Dyer's-bldgs, Holborn.
Gifford, Thos Jas, Globe-rd, Middx, General Dealer. Pet June 2. June 21 at 12. Lewis, Gray's-inn.
Ginder, Joseph, British-st, Bow-rd, Master Mariner. Pet June 3. June 21 at 1. Wells, Moorgate-st.
Goodwin, Jas, Seward-st, Goswell-st, out of business. Pet June 1. June 21 at 1. Marshall, Hatton-garden.
Hollings, Jas, Benj Hollings, & Alfred Hollings, Leeds, Cloth Manufacturers. Pet June 3. Leeds, June 22 at 11. Upton & Yewdall, Leeds.
King, Geo, Rickmansworth, Hertford, Butcher. Pet June 2. June 21 at 1. Hill, Basinghall-st.
Leather, Saml, & John Allan Kaye, Almondbury Bank, nr Huddersfield, Manufacturers. Pet May 26. Leeds, June 22 at 11. Laycock & Dyson, Huddersfield, and Bond & Barwick, Leeds.
Livett, Jas, & Wm Chas Stevens, Cheapside, Auctioneers. Pet June 4. June 21 at 1. Kearsey, Bucklersbury.
Mallett, John Capon, Dover, Pilot. Pet June 3. June 18 at 12. Nichols & Clark, Cook's-ct, Lincoln's-inn.
Nichell, Alfred, High-st, Bow, Corn Agent. Pet June 2. June 21 at 1. Wood & Ring, Basinghall-st.
Morris, Thos, & John Jones, Birkenhead, Chester, Builders. Pet June 2. Lpool, June 17 at 11. Littledale & Co, Lpool.
Row, Hy Odes, Plymouth, Shipchandler. Pet June 6. Exeter, June 18 at 12.30. Edmonds & Son, Plymouth, and Floud, Exeter.
Whalley, David, Yeadon, nr Leeds, Cloth Manufacturer. Pet June 4. Leeds, June 22 at 11. Harle, Leeds.
Wilson, Andw, Lpool, Schoolmaster. Pet June 3. Lpool, June 22 at 11. Francis & Almond, Lpool.

To Surrender in Country.

Ames, Edwd, St Stephen, Norwich, Hatter. Pet June 2. Norwich, June 13 at 11. Chittock, Norwich.
Aubertin, Francois Joseph, Canton, nr Cardiff, Wine Merchant. Pet June 3. Cardiff, June 20 at 11. Griffith, Cardiff.
Ayland, Chas, Maisemore, Gloucester, Fisherman. Pet June 1. Gloucester, June 18 at 12. Wilkes, Gloucester.
Bennett, Wm, Chadderton, Lancaster, Beerseller. Pet June 4. Oldham, June 20 at 12. Lowe, Oldham.
Booth, Thos, Halifax, Builder. Pet June 3. Halifax, June 21 at 10. Hill, Halifax.
Bulmer, Wm Hy, Manch, Shirt and Crinoline Manufacturer. Pet June 3. Manch, June 20 at 11. Gardner, Manch.
Cass, Thos, Lund, York, Joiner. Pet June 2. Beverley, June 18 at 11. Summers, Hull.
Clutterbuck, Mary Ann, St Peter the Great, Worcester, Widow. Pet June 2. Worcester, June 21 at 11. Wilson, Worcester.
Colgan, Danl, Halton, nr Runcorn, Chester, Nail Maker. Pet June 2. Lpool, June 21 at 11. Henry, Lpool.
Cornwell, Jane, Eastbourne, Sussex, Housekeeper, Widow. Pet June 2. Lewes, June 17 at 10. Mills, Brighton.
Doubleday, John, Nottingham, out of businesss. Pet June 3. Nottingham, July 13 at 11. Smith, Nottingham.
Elford, Chas, Birm, Bootmaker. Pet June 2. Birm, June 20 at 12. East, Birm.
Evans, Stephen, Troedyrhiew, Glamorgan, Grocer. Pet May 4. Bristol, June 17 at 11. Press & Inskip, Bristol.
Endall, Chas, King's Cliffe, Northampton, Veterinary Surgeon. Pet June 1. Oundle, June 20 at 11. Law, Stamford.
Gething, Josiah Morris, Oldswinford, Stafford, Architect. Pet June 4. Birm, June 20 at 12. Freer & Perry, Stourbridge, and James & Griffin, Birm.
Gibbins, Thos, Rugby, Bootmaker. Pet June 3. Rugby, June 21 at 11. Overell, Leamington.
Gittins, Thos, Overton, Flint, Tailor. Pet June 1. Wrexham, June 22 at 1. Jones, Wrexham.
Grindy, Wm, Derby, Cattle Dealer. Pet May 31. Bakewell, June 14 at 11. Smith, Derby.
Hodgson, Isaac, Gallowbarrow, nr Hawkeshead, Lancaster, Blacksmith. Pet May 31. Ambleside, June 22 at 12. Thompson, Kendal.
Hudson, Edwin, Boughton Monchelsea, Kent, Grocer. Pet May 30. Maidstone, June 15 at 11. Morgan, Maidstone.
Jackson, Jas, Holderness, York, Miller. Pet June 1. Hedon, June 15 at 12. Pettingell & Ayre, Hull.
Jones, John, Llangollen, Denbigh, Skinner. Pet June 3. Lpool, June 23 at 12. Evans & Co, Lpool.
Kendall, Wm, Idle, York, Furniture Broker. Pet June 3. Bradford, June 17 at 10. Terry & Watson, Bradford.
Lowe, John, Branston, Leicester, Gamekeeper. Pet June 3. Melton Mowbray, June 18 at 12. Law, Stamford.
Nall, Wm, jun, Burbage, nr Buxton, Derby, Innkeeper. Pet May 30. Chapel-en-le-Frith, June 15 at 11. Goodman.
Paine, Joseph, Stoulton, Worcester, Blacksmith. Pet June 2. Pershore, July 5 at 11. Rea, Worcester.
Rees, Hy, Meline, Pembroke, Husbandman. Pet May 28. Cardigan, June 17 at 3. George, Cardigan.
Settle, Wm, Batley, York, Mason. Pet June 3. Dewsbury, June 17 at 11. Chadwick, Dewsbury.
Simmonds, Benj, Newport, Hants, Greengrocer. Pet June 1. Newport, June 18 at 11. Hooper, Newport.
Smelt, Saml, Beverley, York, Beerhouse Keeper. Pet June 3. Beverley, June 20 at 10. Champney, Beverley.
Steel, Edwd, Torver, nr Coniston, Lancaster, Shoe Maker. Pet May 31. Ambleside, June 22 at 12. Thompson, Kendal.
Spencer, Nelson Grantley, Dale, Pembroke, Lieut. H.M. Navy. Pet June 3. Bristol, June 20 at 11. James & James, Haverfordwest, and Nalder & Bramble, Bristol.
West, Jas, Wollaston, Northampton, Carpenter. Pet June 2. Wellingborough, June 15 at 11. White, Northampton.
Woodyatt, John, Upper Arley, Stafford, Miller. Pet June 4. Kidderminster, June 21 at 11. Burbury, Bewdley.

FRIDAY, June 10, 1864.

To Surrender in London.

Batchelor, Hy, Croydon-common, Builder. Pet June 8. June 28 at 11. Stone, New-inn, Strand.
Browning, Jas, Peckwater-st, Kentish-town, Builder. Pet June 7. June 21 at 11. Bartlett, Bucklersbury.
Burgess, John, Chiswick-house, Chiswick, Servant. Pet June 6. June 21 at 12. Nichols & Clark, Cook's-ct.
Chesher, Hy, Sloane-st, Chelsea, Brush Maker. Pet June 6. June 21 at 2. Lawrence & Co, Old Jewry-chambers.
Davis, Solomon, High-st, Shadwell, Clothier. Pet June 7. June 28 at 12. Smith, White Lion-st, Norton Folgate.
Ellis, Wm, Wells, Norfolk, Provision Dealer. Pet May 26. June 21 at 12. Drake, East Dereham.
Fuller, Chas Percy, Cavendish-rd, St John's-wood, Horse Dealer's Assistant. Pet June 6. June 21 at 1. Gledhill, South-sq.
Gee, John Fearne, Cannon-st, Comm Agent. Pet June 3. June 21 at 1. Eliott, Sherbourne-lane.
Gray, Alex, Lpool-st, Bishopsgate-st Without, Hatter. Pet June 4. June 21 at 11. Drake, Gresham-st.
Harris, John, Wellington-sq, Chelsea, Artist. Pet June 7. June 21 at 12. Hill, Basinghall-st.
Hobden, Richd Hy, York Baths, Regent's-park. Pet June 6. June 28 at 11. Chidley, Old Jewry.
Johnstone, Thos, Old Church-st, Edgware-rd, Carrier. Pet June 6. June 21 at 2. Mote, Bucklersbury.
Jordan, Wm, Rochester-rd, Kentish-town, out of business. Pet June 8. June 28 at 1. King, Queen-st, Cheapside.
Kennedy, Edith Warburton, Cambridge, Widow. Pet June 6 (for pau). June 28 at 12. Aldridge.
Marlow, Geo, Hook, Southampton, Baker. Pet June 7. June 21 at 12. Pickett & King, Basingstoke, Hants.
Marsh, Geo, Shirley, nr Southampton, Grocer. Pet June 8. June 28 at 11. Stocken, Leadenhall-st.
McLean, Richd, St Peter-st, Hackney-rd, Baker. Pet June 6. June 28 at 11. Lewis, Hackney-rd.
Mitchell, Joseph, Little Britain, Mine Agent. Pet June 7. June 28 at 12. Berry, Bucklersbury.
Montague, Hy, Plaistow-park, Essex, Journalist. Pet June 6 (for pau). June 21 at 2. Aldridge.
Shone, John Hy, King's-pl, Commercial-rd East, Auctioneer. Pet June 6. June 21 at 1. Hill, Basinghall-st.
Sigel, Chas Geo, Kensington-sq, Kensington, no occupation. Pet June 8. June 21 at 1. Waller & Kerley, Duke-st, Adelphi.
Simester, Jas, Stamford-bridge, Fulham-rd, Mason. Pet June 6. June 28 at 12. Wood & Ring, Basinghall-st.
Sloper, Thos, Park-rd, Dalston, Auctioneer. Pet June 4. June 21 at 2. Kent, Cannon-st West.
Smith, Jas Edmund, Baring-st, Hoxton, Baker. Pet June 8. June 28 at 12. Heathfield, Lincoln's-inn-fields.
Topliffe, Wm, Union-st, Battersea, Engine Driver. Pet June 6. June 28 at 11. Marshall, Lincoln's-inn-fields.
West, Maurice Thos, Gt Dover-st, Southwark, Surgeon H.M. Navy. Pet June 6. June 28 at 11. Ody & Adams, Trinity-st, Southwark.
Williams, Joseph John, Douglas-st, Deptford, out of business. Pet June 7. June 28 at 12. Drew, New Basinghall-st.
Williams, Thos Geo, Boulogne-sur-Mer, Gent. Pet Nov 4. June 28 at 12. Amory & Co, Throgmorton-st.
Wittich, John Hy, Duff-st, Poplar, Baker. Pet June 8. June 21 at 1. Kingdon & Williams, Lawrance-lane.
Wriggiesworth, Geo, Bedford-row, Surveyor. Pet June 8. June 21 at 1. Dobie, Gt James-st.
Wood, Hockley Fredk, May's-bldgs, Charing-cross, Attorney. Pet June 6 (for pau). June 21 at 2. Aldridge.

To Surrender in the Country.

Archer, Wm, Bradford, Hairdresser. Pet June 7. Bradford, July 12 at 10. Hill, Bradford.
Baker, Wm Wilson, East Retford, Nottingham, Slater. Pet June 8. East Retford, June 23 at 10. Marshall, jun, East Retford.
Bass, Hy, Strood, Clothier. Pet June 7. Rochester, June 24 at 2.30. Hayward, Rochester.
Beer, Jas, Broadstairs, Kent, Mariner. Pet June 7. Margate, June 27 at 12. De Lassaux, Canterbury.
Brandon, Thos, Checkley, Stafford, Butcher. Pet June 4. Cheadle, June 17 at 11. Bagshaw, Uttoxeter.
Brown, Hercules, Smethwick, Stafford, Miller. Pet May 30. Birm, June 23 at 12. James & Griffin, Birm.
Crowther, Wm Hartshorne, Broseley, Salop, Stationer. Pet June 7. Birm, July 1 at 12. James & Griffin, Birm.
Davies, John, Sale, Chester, Joiner. Pet May 31. Manch, June 21 at 11. Crowther & Farrington, Manch.
Fellowes, Jas, Blaenavon, Monmouth, Shopkeeper. Pet June 7. Abergavenny, June 21 at 12. Lloyd, Pontypool.
Fowles, Geo, Leeds, Tailor. Pet June 7. Leeds, June 29 at 11. Elder, Leeds.
Gatcliff, Wm Goodman, Lpool, Shipbroker. Pet June 6. Lpool, June 24 at 11. Woodburn & Pemberton, Lpool.
Hindle, Lawrence, Salford, out of business. Pet June 7. Manch, June 23 at 11. Leigh, Manch.
Hopkins, John, Toxteth-pk, Lpool, Journeyman Smith. Pet June 6. Lpool, June 21 at 3. Hughes, Lpool.
Irlam, Wm, Altrincham, Chester, Blacksmith. Pet June 4. Altrincham, June 22 at 11. Whitlow, Altrincham.
Jenkinson, Jas, & Jas Stansfield, Oldham, Cotton Waste Dealers. Pet June 4. Manch, June 23 at 11. Leigh, Manch.
Jones, John, Beaumaris, Anglesey, Tailor. Pet June 2. Llangefni, June 17 at 11. Jones, Menai-bridge.

Jones, John, Dudley, Worcester, Sinker. Pet June 3. Dudley, June 23 at 11. Homer, Brierley-hill.
Kelly, John, Exeter, Dairyman. Pet June 6. Exeter, June 25 at 11. Floud, Exeter.
Knight, Saml. Ringmer, Sussex, Innkeeper. Pet June 7. Lewes, June 24 at 11. Langham. Uckfield.
Langley, Wm Hy, Worcester, Comm Agent. Pet June 4. Worcester, June 21 at 11. Wilson, Worcester.
Lord, Robt, Rawtenstall, Lancaster, Cotton Spinner. Pet May 21. Manch, June 20 at 11. Welsh, Manch.
Lowder, Robt, Sculthorpe, Norfolk, General Dealer. Pet June 6. Little Walsingham, June 23 at 2. Sadd, jun, Norwich.
Maddox, John, Aston-park, Birm, Gun-stock Dealer. Pet May 25. Birm, June 27 at 10. Parry, Birm.
Maddox, Thos, Hereford, Coach Builder. Pet June 9. Hereford, June 21 at 10. Averill, Hereford.
Mardon, Betsy Maria, Kingswear, Devon, Widow, Grocer. Pet June 6. Totnes, June 25 at 12. Cumming, Totnes.
McCall, Jas, Everton, Lancaster, Builder. Pet June 6. Lpool, June 24 at 11. Best, Lpool.
Noblet, Thos, Barrow-in-Furness, Lancaster, Joiner. Pet June 2. Manch, June 24 at 12. Butler, Dalton-in-Furness, and Slater & Barling, Manch.
Orme, John, Lpool, Greengrocer. Pet June 8. Lpool, June 24 at 11. Husband, Lpool.
Palmer, Richd, Castle Eaton, Wilts, Farmer. Pet June 6. Swindon, June 23 at 10. Rawlings, Melksham.
Read, John, King's Lynn, Norfolk, Licensed Victualler. Pet June 7. King's Lynn, July 1 at 11. Ward, King's Lynn.
Roberts, Titus, Newtown, Cardiff, Grocer. Pet June 7. Cardiff, June 24 at 11. Bird, Cardiff.
Shepherd, Geo, Middleton Tyas, York, Labourer. Pet May 28. Richmond, June 28 at 10. Robinson.
Spence, John, Leeds, Cloth Merchant. Pet May 30. Leeds, June 29 at 11. Ward, and North & Sons, Leeds.
Spencer, Jas, Martin-by-Timberland, Lincoln, Tailor. Pet June 7. Sleaford, June 25 at 11. Chambers, Lincoln.
Stitt, Emma, Marden Northumberland, Widow. Pet June 8. Newcastle-upon-Tyne, June 23 at 12. Lietch & Kewney, North Shields.
Thornton, Joseph, Eccleshill, nr Bradford, Cloth Manufacturer. Pet June 1. Leeds, June 29 at 11. North & Sons, Leeds.
Turnbull, Jas, Wigton, Cumberland, Clogger. Pet June 7. Wigton, June 23 at 12. Stamper, Wigton.
Turner, John, Stannington, Northumberland, Innkeeper. Pet June 7. Morpeth, June 23 at 6. Stewart, Newcastle-on-Tyne.
Vitta, Francis, Longton, Stoke-upon-Trent, Beerseller. Pet June 6. Stoke-upon-Trent, June 27 at 10. Young, Longton.
Walker, Jas, Gorton, Lancaster, Butcher. Pet June 6. Manch, June 20 at 9.30. Sutton, Manchester.
Whitfield, Robt, Old Shildon, Durham, Journeyman Joiner. Pet June 6. Bishop Auckland, June 25 at 10. Proud, Bishop Auckland.
Wilkinson, Jas, Ivegate, Bradford, Hatter. Pet June 8. Leeds, June 29 at 11. Harle, Leeds.
Williams, Thos, Llanrwst, Denbigh, Grocer. Pet June 7. Lpool, June 24 at 11. Evans & Co, Lpool.
Wood, John, Dukinfield, Chester, Furniture Broker. Pet May 19. Manch, June 20 at 11. Brooks & Co, Manch.
Wood, John, Swansea, Haulier. Adj June 8. Bristol, June 21 at 11. Acraman, Bristol.

BANKRUPTCIES ANNULLED.

FRIDAY, June 10, 1864.

Hammond, Wm Francis, Carey-st, Lincoln's-inn-fields, Auctioneer. June 7.

Scotch Sequestrations.

TUESDAY, June 7, 1864.

Pearston, Jas, Glasgow, Comm Agent. Seq June 1. Meeting, June 10 at 12, Faculty Hall, Glasgow.
Stevenson, Robt, & Alex Picken, Stewarton, Bonnet Manufacturers. Seq June 1. Meeting, June 10 at 12, Commercial-inn, Kilmarnock.

FRIDAY, June 10, 1864.

Angus, John, Glasgow, Wine Merchant. Seq June 7. Meeting, June 17 at 11, Faculty-hall, Glasgow.
Bloomfield, L., Edinburgh, Watchmaker. Seq June 7. Meeting, June 20 at 2, Faculty-hall, Glasgow.
Cochran, Jas, Glasgow, Chemist. Seq June 7. Meeting, June 17 at 12, Faculty-hall, Glasgow.
Forsyth, John, Elgin, Ironmonger. Seq June 8. Meeting, June 18 at 11, Gordon Arms Hotel, Elgin.
Pratt, Robt, Glasgow, Joiner. Seq June 3. Meeting, June 14 at 12, Faculty-hall, Glasgow.
Thompson, Mrs Margaret, Boreland of Dryfie, Dumfries, Innkeeper. Seq June 6. Meeting, June 21 at 12, King's Arms Hotel, Dumfries.